

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

**AGENDA
August 4, 2021 @ 9:30 a.m.**

Manatee County Administration Building
Honorable Patricia M. Glass Chambers, First Floor
1112 Manatee Avenue West, Bradenton, 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 Alan Maio, Sarasota County, Chairman
Commissioner Elton Langford, DeSoto County, Vice Chairman
Commissioner Bill Truex, Charlotte County
Commissioner George Kruse, Manatee County

CALL TO ORDER

INVOCATION

Commissioner Elton Langford

PLEDGE OF ALLEGIANCE

Led by the Board

WELCOME GUESTS

HOST COUNTY REMARKS

Dr. Scott Hopes, Manatee County Administrator

PUBLIC COMMENTS

Any individual wishing to address the Board on an item on the Consent Agenda, Regular Agenda, or Budget Hearing for FY 2022 ("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.

AWARDS/ RECOGNITIONS

None

EXECUTIVE DIRECTOR TRANSITION

1. Amendment to Employment Agreement for Executive Director with Patrick Lehman
2. Employment Agreement for Executive Director with Mike Coates

PUBLIC HEARING – BUDGET FOR FY 2022

1. Open Public Hearing
2. Presentation of Budget for FY 2022
3. Public Comment
4. Close Public Hearing

BUDGET FOR FY 2022

1. Adoption of Budget for FY 2022
2. Resolution 2021-09 ‘Resolution Setting Forth Rates, Fees and Charges for FY 2022’

CONSENT AGENDA

1. Minutes of June 2, 2021 Board of Directors Meeting
2. Resolution 2021-10 ‘Florida Water Professionals Month’
3. U.S. Geological Survey Joint Funding Agreement #22MCJFA0103
4. Annual Regulatory Plan 2021-2022
5. Piggy-back on Sarasota County Contract with Benchmark EnviroAnalytical, Inc. for Laboratory Services
6. Approve Firms for ‘General Mowing and Grounds Maintenance Services’
7. Approve Firms for ‘General Land Management Services’
8. Phase 3B Regional Interconnect Final Change Order and Project Close-Out
9. Reschedule October 6, 2021 Board Meeting
10. Declaration of Surplus
11. Novation of Continuing Services Contract with Progressive Water Resources LLC to RESPEC Company LLC

REGULAR AGENDA

1. Water Supply Conditions – Staff Presentation
2. Southwest Florida Water Management District FY 2023 Cooperative Funding Initiative Applications
3. Master Water Supply Contract Revision Process

GENERAL COUNSEL’S REPORT

EXECUTIVE DIRECTOR’S REPORT

CHAIRMAN’S REPORT

ROUTINE STATUS REPORTS

1. Hydrologic Conditions Report
2. Check Registers for May and June 2021
3. Regional Integrated Loop System Phase 3B Interconnect Project [SR 681 to Clark Road]
4. Peace River Regional Reservoir No. 3 Project (PR³) Feasibility Study
5. Regional Integrated Loop System Phase 2B & 2C Feasibility Study
6. Regional Integrated Loop System Phase 3C Feasibility Study
7. Peace River Basin Report

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.

ANNOUNCEMENTS

Next Authority Board Meeting

Friday, October 1, 2021 @ 9:30 a.m.

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

Future Authority Board Meetings

December 1, 2021 @ 9:30 a.m. - Charlotte County Administration Center, Port Charlotte, Florida

ADJOURNMENT

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

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PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY
BOARD OF DIRECTORS MEETING
August 4, 2021

EXECUTIVE DIRECTOR TRANSITION
ITEM 1

Amendment to Employment Agreement for Executive Director with Patrick Lehman

Presenter - Alan Maio, Chairman

Recommended Action - **Motion** to approve and authorize the Chairman to execute amendment to the employment agreement for Executive Director with Patrick Lehman.

Commissioner Maio will review the amendment to the employment agreement for Executive Director with Mr. Lehman negotiated as directed by the Board during discussion of the Executive Director succession plan at the June 2, 2021 Board meeting.

Attachments:

Amended Employment Agreement for Executive Director with Patrick Lehman

PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY
BOARD OF DIRECTORS MEETING
August 4, 2021

EXECUTIVE DIRECTOR TRANSITION
ITEM 2

Agreement for Executive Director with Mike Coates

Presenter - Alan Maio, Chairman

Recommended Action - **Motion** to approve and authorize the Chairman to execute the negotiated employment agreement for Executive Director with Mike Coates.

Commissioner Maio will review the Agreement for Executive Director with Mr. Coates negotiated as directed by the Board during discussion of the Executive Director succession plan at the June 2, 2021 Board meeting.

Attachments:

Agreement for Executive Director with Mike Coates

EMPLOYMENT AGREEMENT FOR EXECUTIVE DIRECTOR

THIS AGREEMENT made and entered into this 4th day of August, 2021, by and between **PEACE RIVER/MANASOTA REGIONAL WATER SUPPLY AUTHORITY**, a political subdivision of the State of Florida, hereinafter referred to as (“Employer” or “Authority”), and **MIKE COATES**, hereinafter referred to as (“Employee”).

SECTION 1. EMPLOYMENT

The Employer hereby employs, engages, and hires the Employee as the Executive Director of the Peace River/Manasota Regional Water Supply Authority. Employee shall be responsible for the administration of all departments responsible to the Board of Directors (“Board”) and for the proper administration of all affairs as directed by the Board. Further, the Employee shall have all of the authority, duties and responsibilities necessary to perform as Executive Director of the Authority.

SECTION 2. BEST EFFORTS OF EMPLOYEE

Employee agrees that he will at all times faithfully, industriously, and to the best of his abilities, experience, and talents, perform all of the duties that may be required of and from him pursuant to the express and implicit terms of this Agreement, to the reasonable satisfaction of Employer.

SECTION 3. TERM OF EMPLOYMENT

The term of this Agreement shall be deemed to have commenced on August 4, 2021 and shall be a continuing Agreement provided that neither party submits a notice of termination.

SECTION 4. COMPENSATION OF EMPLOYEE

Employer agrees to pay Employee for his services rendered for the time period beginning on August 5, 2021 and ending on September 30, 2022 an annual salary of One Hundred and Seventy Thousand Dollars (\$170,000.00), payable at the same time other Authority employees of the Employer are paid.

On October 1, 2022, Employer agrees to increase salary of Employee as the Board may determine that is desirable to do so on the basis of an annual salary review which will begin on August 1, 2022 and each year following. All personnel policies and benefits including, but not limited to, holidays, annual leave, and sick leave, as provided in the Authority's Personnel Policy shall be applicable to Employee. If there are any conflicts between this Agreement and the Authority's Personnel Policy, the provisions of this Agreement shall govern.

SECTION 5. ANNUAL LEAVE

Employee shall have annual leave in the amount of twelve (12) hours per pay period. Employee may be compensated for any portion of accrued annual leave he has not been able to use during a calendar year without regard to any prerequisite conditions or maximum amounts as may be contained in the Personnel Policies.

SECTION 6. SICK LEAVE

Employee shall accrue sick leave as set forth in the Employer's Personnel Policy Manual. Upon separation from Employer for any reason, the Employee shall be paid for accrued sick leave at the rate of One Hundred Percent (100%) up to 1,040 hours of sick leave.

SECTION 7. EMPLOYEE'S RETIREMENT

Employer shall make full contributions on the Employee's behalf to the Florida Retirement System or lifetime monthly Annuity program as provided in Section 121.055, Florida Statutes. Employee shall be designated a member of the Senior Management Service Class. In addition to the contributions set out above, Authority shall pay Employee annually (in addition to the base salary set out in paragraph 4) the maximum allowable amount pursuant to applicable Internal Revenue Service (IRS) regulations into an eligible deferred compensation plan on Employee's behalf. The Account shall be administered, and the Employee shall have the right to all funds in this account.

SECTION 8. PROFESSIONAL DEVELOPMENT

Employer agrees to budget and pay reasonable travel and subsistence expenses of Employee for professional and official travel, meetings, for occasions adequate to continue professional development of Employee and for occasions adequate to pursue necessary official and other functions for the Employer.

SECTION 9. HEALTH CARE INSURANCE

Employer agrees to pay the full cost of Employee's and Employee's dependents premium for providing health care insurance for the Employee and his family.

SECTION 10. TERMINATION

The employment of Employee shall be at the will of the Employer, and Employee's employment shall be subject to termination by Employer at any time, with or without cause. In the event Employee's services under this Agreement are terminated by Employer during such

time that Employee is willing and able to perform the duties of Executive Director or death of Employee, then and in that event, Employer agrees to pay Employee a lump sum cash payment equivalent to ninety (90) calendar days, as of the date of termination, all accumulated annual leave, and accumulated sick leave, provided however, that in the event this Agreement is terminated by Employer for breach of this Agreement or because the Employee's conviction of any illegal act, Employer shall have no obligation to pay the aggregate sum designated in this paragraph. In addition, for the lesser of ninety (90) calendar days after the date of termination or the time the Employee secures health care insurance through attainment of comparable employment, the Authority shall maintain and pay for health, medical and disability insurance in such amounts and on such terms as have been received by the Employee and the Employee's dependents at the time of such termination; however, no other or additional benefits shall accrue during this ninety (90) calendar day period.

SECTION 11. INDEMNIFICATION

The Employer shall defend, save harmless and indemnify the Employee against any actions, in tort or if he is named in his official capacity as Executive Director as a party defendant in any action for any injury or damage suffered as a result of any act, event or omission of action in the scope of his duties or function, unless he acted in bad faith or with malicious purpose or in the manner exhibiting wanton and willful disregard of human rights, safety, or property. The Employer shall not be liable in tort for the acts or omissions of the Employee committed while acting outside the course and scope of his agreed duties or committed in bad faith or with malicious purpose or in a manner exhibiting wanton and willful disregard of human rights, safety, or property. Employer shall have the right to settle and compromise claims brought against Employee in his official capacity. Nothing herein shall be

construed as a waiver by the Authority of any defense of sovereign immunity, or as any increase in the limits of its liability provided for in Section 768.28, Florida Statutes.

SECTION 12. CONTROLLING LAW

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

SECTION 13. EXTENT OF AGREEMENT

A. This Agreement represents the entire and integrated agreement between the Authority and Employee and supersedes all prior negotiations, representations, or agreement either written or oral.

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

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

EXECUTIVE DIRECTOR

PEACE RIVER/MANASOTA REGIONAL
WATER SUPPLY AUTHORITY

Mike Coates

Alan Maio, Chair

APPROVED AS TO FORM:

Douglas Manson, General Counsel

***PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY
BOARD OF DIRECTORS MEETING
August 4, 2021***

PUBLIC HEARING

Budget for FY 2022

1. Open Public Hearing
2. Presentation of Budget for FY 2022
3. Public Comment
4. Close Public Hearing



Proposed Budget for FY 2022

Public Hearing
August 4, 2021

1

Propose Budget for FY 2022

FY 2022 PROPOSED BUDGET *'INVESTMENT IN WATER SECURITY'*

Vision Statement
'Through cooperation and collaboration the Authority and its customers shall create, maintain and expand a sustainable, interconnected regional water supply system.'

Mission Statement
'To provide the region with a high quality, safe drinking water supply that is reliable, sustainable and protective of our natural resources now and into the future.'

Herald Tribune
May 7, 2021

Sarasota area 9th in US for growth

Census shows Southwest Florida population surged in pandemic

Phil Fernandez

Earlier this week, we saw Florida led the state with its pandemic.

Now, new U.S. Census data shows areas are among the highest in the nation, at least partly fast gains moving from larger cities.

Lee County skated fifth by 2019, and Sarasota plus coding to a New York Times.

Now, new U.S. Census data of Southwest Florida metro area fastest growing in the nation

Herald Tribune
May 5, 2021

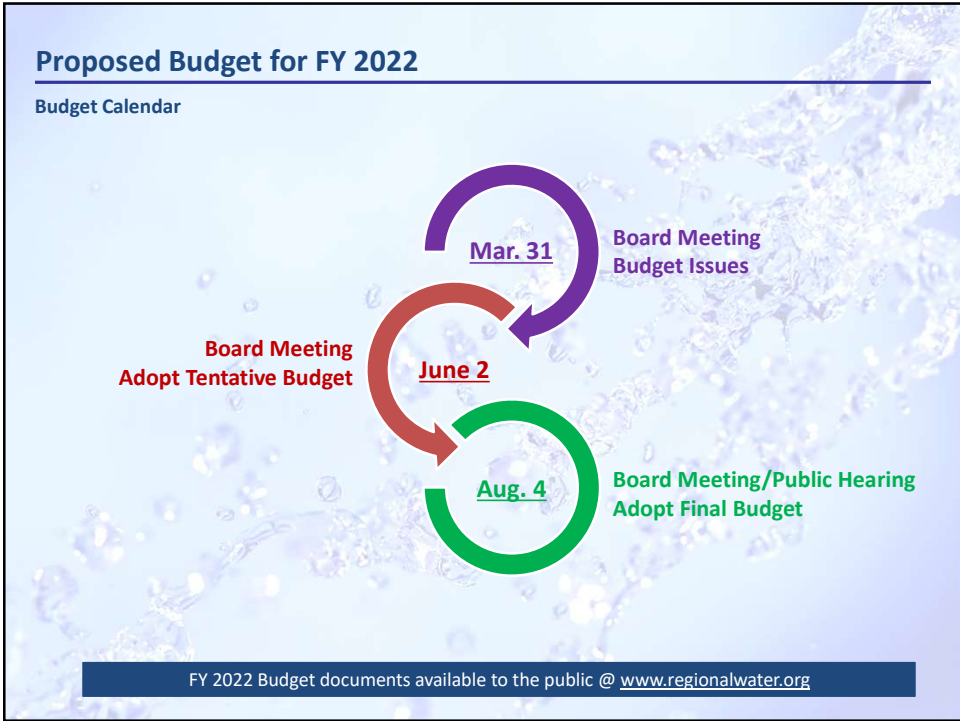
Sarasota County 6th in state for new residents

Amid pandemic, Southwest Florida saw serious growth

With the number of new residents in the region, the area has seen a significant increase in population. The region's growth is a result of the pandemic, with many people moving to the area for a better quality of life.

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Proposed Budget for FY 2022

Budget Obligations

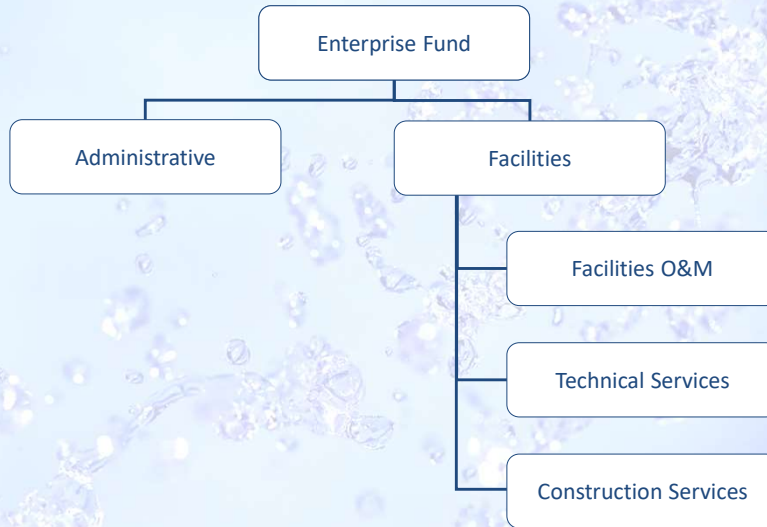


- MWSC water allocations [34.7 MGD]
- Customer demands projections [32 MGD]
- Efficient and cost-effective operations
- Investment to maintain infrastructure
- Plan for long term water needs
- Financial stability/bond rating
- Maintain reasonable water rates
 - Next fiscal year FY 2022
 - Near-term [2-5 years]
 - Long term [5-20 years]

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Proposed Budget for FY 2022

Enterprise Fund Chart



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Proposed Budget for FY 2022

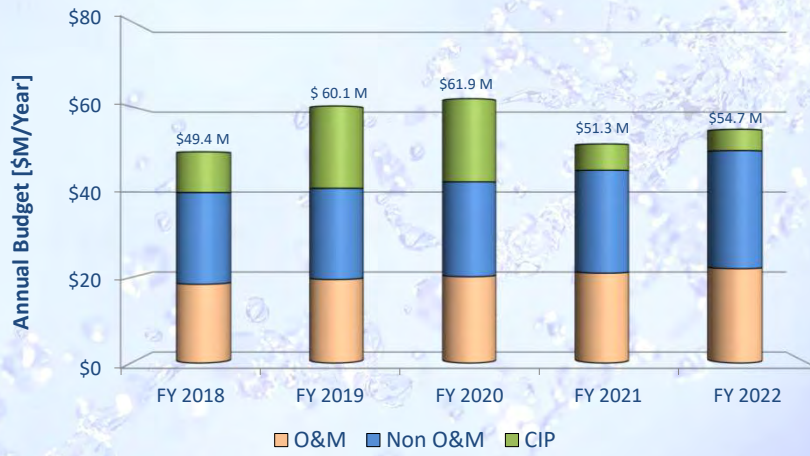
Budget Comparison

	FY 2021 Budget	FY 2022 Proposed Budget	Increase/ (Decrease)
Administrative Office	\$ 483,176	\$ 501,788	\$ 18,612
Facilities	\$ 50,784,025	\$ 54,187,490	\$ 3,403,465
Total Enterprise Fund	\$ 51,267,201	\$ 54,689,278	\$ 3,422,077

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Proposed Budget for FY 2022

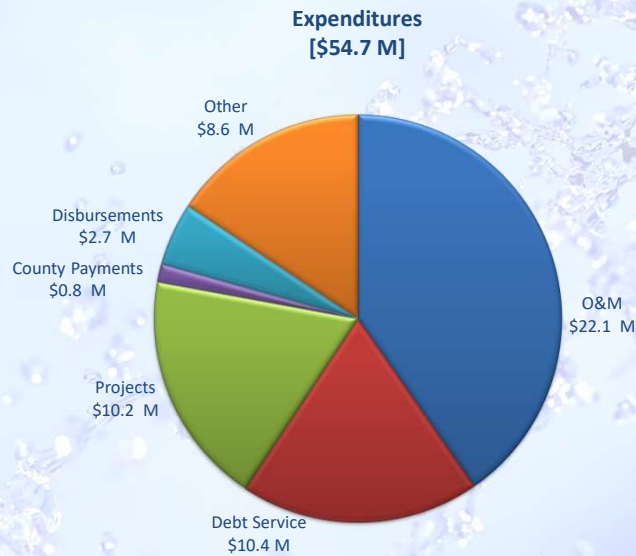
Historical Budgets



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Proposed Budget for FY 2022

Major Expenditures



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Proposed Budget for FY 2022

Source of Revenue

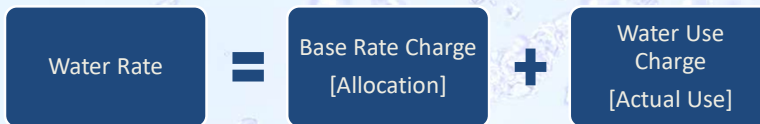


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Proposed Budget for FY 2022

Water Rate

Water Rate is established by resolution of the Authority for the sale of water and comprised of two components:

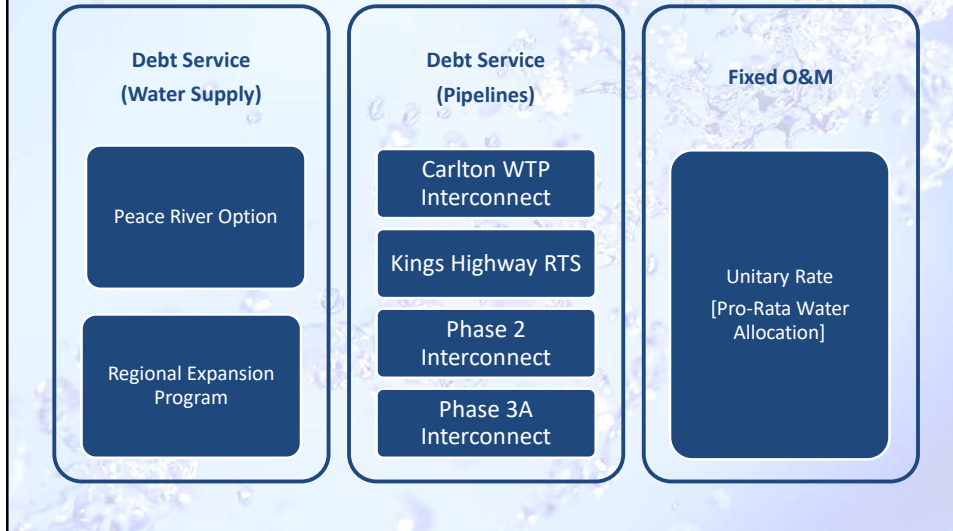


Conservation Charge for Exceedance applies for exceeding MWSC water allocation.

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Proposed Budget for FY 2022

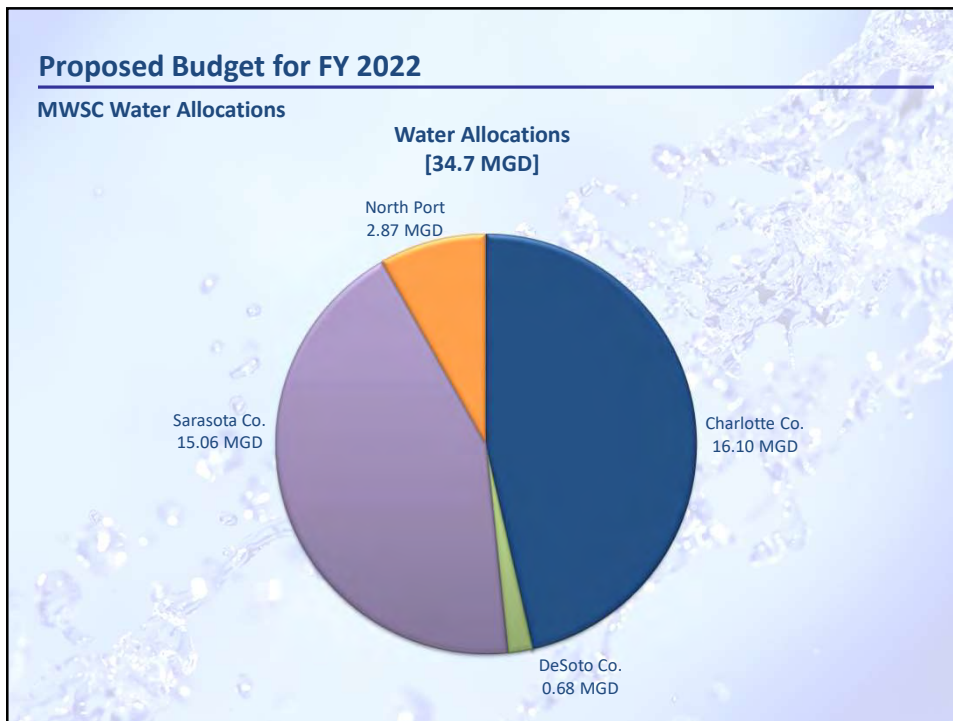
Base Rate Charge Components



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Proposed Budget for FY 2022

MWSC Water Allocations



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Proposed Budget for FY 2022

Member Fee

Member Fee	FY 2021 Budget	FY 2022 Tentative Budget	Increase/ (Decrease)
<u>Member Fee</u> (\$ for FY)			
• Charlotte Co.	\$ 82,310	\$ 87,213	\$ 4,903
• DeSoto Co.	\$ 54,647	\$ 57,858	\$ 3,211
• Manatee Co.	\$ 121,104	\$ 128,124	\$ 7,020
• Sarasota Co.	<u>\$ 128,447</u>	<u>\$ 135,939</u>	<u>\$ 7,492</u>
	\$ 386,508	\$ 409,135	\$ 22,627

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Proposed Budget for FY 2022

Management & Planning Assessment

Member/Customer Planning Assessment	FY 2021 Budget	FY 2022 Tentative Budget	Increase/ (Decrease)
<u>Assessment</u> (\$ for FY)			
• Charlotte Co.	\$ 109,497	\$ 110,206	\$ 259
• DeSoto Co.	\$ 20,484	\$ 20,520	\$ 36
• Manatee Co.	\$ 235,410	\$ 235,198	(\$ 212)
• Sarasota Co.	\$ 216,172	\$ 213,283	(\$ 2,889)
• North Port	<u>\$ 42,987</u>	<u>\$ 45,792</u>	<u>\$ 2,805</u>
	\$ 625,000	\$ 625,000	\$ 0

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Proposed Budget for FY 2022

Water Rate

Customer Water Rate	FY 2021 Budget	FY 2022 Tentative Budget	Increase/ (Decrease)
<u>Base Rate Charge</u> (\$ for FY)			
• Charlotte Co.	\$ 10,008,852	\$ 9,739,617	(\$ 269,235)
• DeSoto Co	\$ 526,413	\$ 573,992	\$ 47,579
• Manatee Co.	\$ 43,712	\$ 43,712	\$ 0
• Sarasota Co.	\$ 12,598,844	\$ 14,362,391	\$ 1,763,547
• North Port	\$ 2,476,498	\$ 2,403,227	(\$ 73,271)
	\$ 25,654,319	\$ 27,112,939	\$ 1,468,620
<u>Water Use Charge</u> (\$/1,000 Gal)	\$ 0.79	\$ 0.82	\$ 0.03

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Proposed Budget for FY 2022

Proposed Budget For FY 2022	
Total Enterprise Fund	\$ 54,689,278

Staff Recommendation

Motion to approve Tentative Budget for FY 2022 in the amount of \$54,689,278.

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PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY
BOARD OF DIRECTORS MEETING
August 4, 2020

BUDGET FOR FY 2022
ITEM 1

Adoption of Budget for FY 2022

Presenter -

Executive Director

Recommended Action -

Motion to approve the Budget for FY 2022 in the amount of \$54,689,278.

The proposed final Budget for FY 2022 is presented in accordance with the ‘Second Amended Interlocal Agreement Creating the Peace River Manasota Regional Water Supply Authority’ and the ‘Master Water Supply Contract’. The final budget includes all anticipated expenditures of the Authority for its projects and activities for the ensuing fiscal year, including, but not limited to, operating and maintenance costs, management and planning costs, and debt service.

The Tentative Budget for FY 2022 was approved by the Board on June 2, 2021 and all budget documents have been posted on the Authority’s web site for public review. There have been no changes to the tentative budget, and it is presented as the proposed final budget. The final proposed Budget for FY 2022 is \$54,689,278.

Attachments

- Tab A FY 2022 Budget Cost Analysis
- Tab B FY 2022 Budget Water Rates and Charges Analysis
- Tab C FY 2022 Proposed Budget

TAB A
FY 2022 Budget Cost Analysis

Peace River Manasota Regional Water Supply Authority
FY 2022 Tentative Budget

BUDGET COST ANALYSIS			
Enterprise Fund	FY 2021 Approved	FY 2022 Proposed	Variance +/-
AVAILABLE FUNDS			
Water Sales	\$ 34,961,149	\$ 36,769,435	\$ 1,808,286
Member Fee	\$ 386,508	\$ 409,135	\$ 22,627
Customer Planning Assessment	\$ 625,000	\$ 625,000	\$ -
Subtotal	\$ 35,972,657	\$ 37,803,570	\$ 1,830,913
Estimated Unencumbered Funds from Prior Year	\$ 4,345,125	\$ 6,728,056	\$ 2,382,931
Federal Direct Payment	\$ 578,300	\$ -	\$ (578,300)
Interest Income	\$ 40,000	\$ 40,000	\$ -
Rent Income	\$ 96,668	\$ 92,653	\$ (4,015)
Reserve Accounts	\$ 3,500,000	\$ 4,500,000	\$ 1,000,000
CIP Fund	\$ 3,885,226	\$ 2,737,500	\$ (1,147,726)
Grants	\$ 2,849,226	\$ 2,787,500	\$ (61,726)
Total Sources	\$ 51,267,201	\$ 54,689,278	\$ 3,422,078
EXPENDITURES			
Insurances	\$ 618,000	\$ 643,500	\$ 25,500
Personnel	\$ 6,017,708	\$ 6,604,476	\$ 586,768
Utilities	\$ 2,836,000	\$ 2,974,000	\$ 138,000
Operating Supplies	\$ 115,000	\$ 105,000	\$ (10,000)
Water Treatment Chemicals	\$ 6,306,830	\$ 6,499,495	\$ 192,665
Repairs & Maintenance	\$ 2,067,500	\$ 2,227,000	\$ 159,500
Machinery & Equipment	\$ 252,500	\$ 270,000	\$ 17,500
Contract Services	\$ 2,330,500	\$ 2,273,500	\$ (57,000)
General Administration	\$ 459,000	\$ 465,000	\$ 6,000
Subtotal	\$ 21,003,038	\$ 22,061,971	\$ 1,058,933
Debt Service	\$ 11,137,249	\$ 11,898,252	\$ 761,003
County Payments	\$ 2,772,338	\$ 796,000	\$ (1,976,338)
Contingencies	\$ 500,000	\$ 500,000	\$ -
Transfer to R&R Account	\$ 3,000,000	\$ 4,000,000	\$ 1,000,000
Transfer to CIP	\$ 1,000,000	\$ 2,100,000	\$ 1,100,000
Transfer to Utility Reserve Fund	\$ -	\$ 105,000	\$ 105,000
Transfer to Disaster Recovery Reserve Fund	\$ 150,000	\$ 350,000	\$ 200,000
Water Purchase	\$ -	\$ -	\$ -
Projects	\$ 10,359,451	\$ 10,150,000	\$ (209,451)
Fund Disbursements	\$ 1,345,125	\$ 2,728,056	\$ 1,382,931
Total Uses	\$ 51,267,201	\$ 54,689,278	\$ 3,422,077

Tentative Budget
Board Approved June 2, 2021

TAB B
FY 2022 Budget Water Rates and Charges Analysis

Peace River Manasota Regional Water Supply Authority
FY 2022 Tentative Budget

WATER RATE AND CHARGES ANALYSIS			
Fixed Charges	FY 2021 Approved	FY 2022 Proposed	Variance +/-
Charlotte County			
Base Charge	\$ 10,008,852	\$ 9,739,617	\$ (269,235)
Member Contribution	\$ 82,310	\$ 87,213	\$ 4,903
Planning Assessment	\$ 109,947	\$ 110,206	\$ 259
Subtotal	\$ 10,201,109	\$ 9,937,037	\$ (264,072)
DeSoto County			
Base Charge	\$ 526,413	\$ 573,992	\$ 47,579
Member Contribution	\$ 54,647	\$ 57,858	\$ 3,211
Planning Assessment	\$ 20,484	\$ 20,520	\$ 36
Subtotal	\$ 601,544	\$ 652,370	\$ 50,826
Manatee County			
Base Charge	\$ 43,712	\$ 43,712	\$ (0)
Member Contribution	\$ 121,104	\$ 128,124	\$ 7,020
Planning Assessment	\$ 235,410	\$ 235,198	\$ (212)
Subtotal	\$ 400,226	\$ 407,034	\$ 6,808
Sarasota County			
Base Charge	\$ 12,598,844	\$ 14,362,391	\$ 1,763,547
Member Contribution	\$ 128,447	\$ 135,939	\$ 7,492
Planning Assessment	\$ 216,172	\$ 213,283	\$ (2,889)
Subtotal	\$ 12,943,463	\$ 14,711,614	\$ 1,768,151
City of North Port			
Base Charge	\$ 2,476,498	\$ 2,403,227	\$ (73,271)
Member Contribution	\$ -	\$ -	\$ -
Planning Assessment	\$ 42,987	\$ 45,792	\$ 2,805
Subtotal	\$ 2,519,485	\$ 2,449,020	\$ (70,465)
Enterprise Fund			
Base Charge	\$ 25,654,319	\$ 27,122,939	\$ 1,468,620
Member Contribution	\$ 386,508	\$ 409,135	\$ 22,627
Planning Assessment	\$ 625,000	\$ 625,000	\$ -
Total	\$ 26,665,827	\$ 28,157,075	\$ 1,491,248
Variable Charges	FY 2021 Approved	FY 2022 Proposed	Variance +/-
Water Use Rate Charge \$/1,000 gallons	\$0.79	\$0.82	\$0.03

TAB C
FY 2022 Proposed Budget



Peace River Manasota

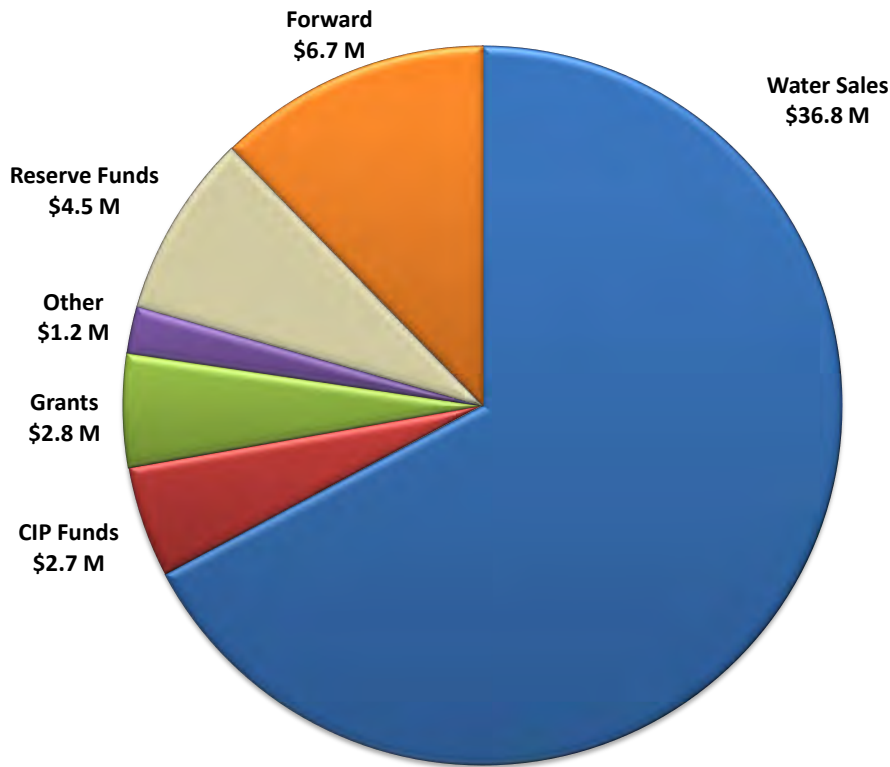
Regional Water Supply Authority

TENTATIVE BUDGET for FY 2022 ***‘INVESTMENT IN WATER SECURITY’***

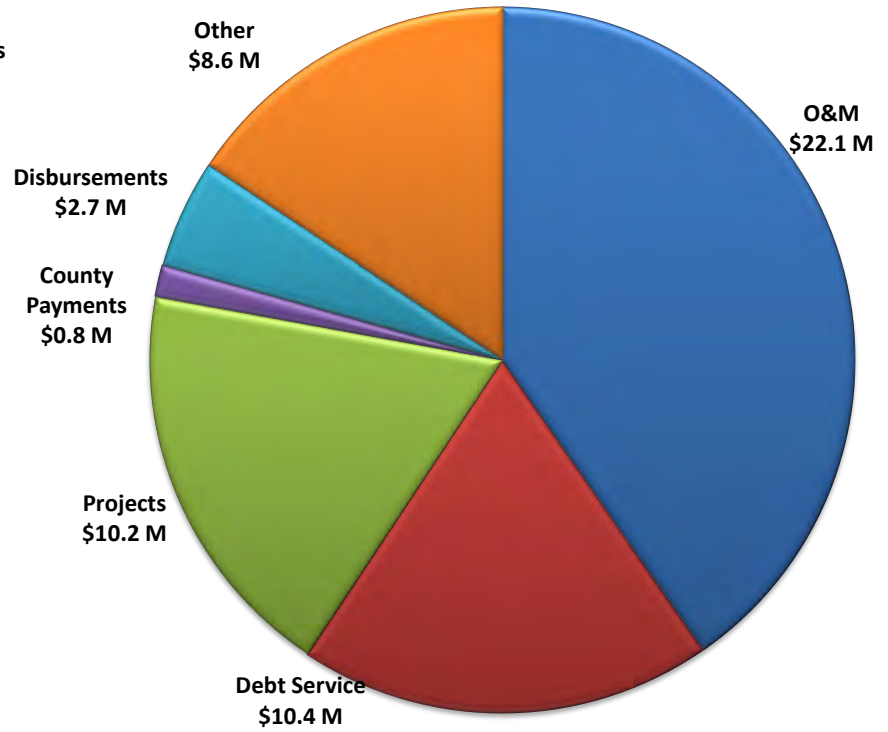
Board Approved June 2, 2021

Peace River Manasota Regional Water Supply Authority
FY 2022 Tentative Budget

AVAILABLE FUNDS
\$54.7 M



EXPENDITURES
\$54.7 M



**Peace River Manasota Regional Water Supply Authority
FY 2022 Tentative Budget**

AVAILABLE FUNDS	Administrative Office	Facilities	Total Enterprise Fund
Revenue			
Water Sales		36,769,435	36,769,435
Member Fee	409,135		409,135
Planning Assessment		625,000	625,000
Anticipated interest		40,000	40,000
Rent Income [including CAM]	92,653		92,653
Subtotal	501,788	37,434,435	37,936,223
Grants			
State Grant Funds		500,000	500,000
SWFWMD Grant Funds		2,287,500	2,287,500
Subtotal		2,787,500	2,787,500
Reserve Accounts			
Transfer from R&R Reserve Account		4,000,000	4,000,000
Transfer from Rate Stabilization		500,000	500,000
Subtotal		4,500,000	4,500,000
CIP Fund			
CIP Project Funds		1,100,000	1,100,000
System-Wide Benefit CIP Project Funds		1,637,500	1,637,500
Subtotal		2,737,500	2,737,500
Funds Brought Forward			
Carry Forward from FY2021		4,000,000	4,000,000
Funds Brought Forward for Disbursement		1,344,994	1,344,994
Bond Series 2020 Savings FY2021		1,383,062	1,383,062
Subtotal	-	6,728,056	6,728,056
Total Funds Available	\$ 501,788	\$ 54,187,490	\$ 54,689,278

**Peace River Manasota Regional Water Supply Authority
FY 2022 Tentative Budget**

EXPENDITURES	Administrative Office	Facilities	Total Enterprise Fund
OPERATION & MAINTENANCE			
Insurances			
Property/Liability/Workmen's Compensation		600,000	600,000
Auto		35,000	35,000
Public Officials Liability	8,500		8,500
Subtotal	8,500	635,000	643,500
Personnel			
Administration	471,080	379,187	850,267
Facility Operations/Maintenance/Technical Services		3,354,002	3,354,002
Subtotal	471,080	3,733,189	4,204,269
Benefits			
FICA Taxes	36,038	279,033	315,070
Fla. Retirement System	85,845	486,863	572,708
Health Insurance	151,074	1,361,354	1,512,428
Subtotal	272,957	2,127,250	2,400,207
Utilities			
Electric Power	12,000	2,835,000	2,847,000
Diesel Fuel	-	12,000	12,000
Vehicle Fuel	12,000	30,000	42,000
Telephone	3,000	70,000	73,000
Subtotal	27,000	2,947,000	2,974,000
Operating Supplies			
General Operations		35,000	35,000
Laboratory Supplies		70,000	70,000
Subtotal	-	105,000	105,000
Water Treatment Chemicals			
Aluminum Sulfate		2,189,319	2,189,319
Sodium Hydroxide		1,490,204	1,490,204
Carbon		1,778,400	1,778,400
Coagulant Aid		185,425	185,425
Sodium Hypochlorite		687,648	687,648
Aqua Ammonia		72,842	72,842
Copper Sulfate		95,658	95,658
Subtotal		6,499,495	6,499,495

**Peace River Manasota Regional Water Supply Authority
FY 2022 Tentative Budget**

EXPENDITURES	Administrative Office	Facilities	Total Enterprise Fund
Repairs & Maintenance			
Water Treatment Facilities		975,000	975,000
Water Resources		630,000	630,000
Land Management		430,000	430,000
Regional Transmission System		140,000	140,000
Vehicle Fleet Maintenance	2,000	50,000	52,000
Subtotal	2,000	2,225,000	2,227,000
Machinery & Equipment			
Machinery & Equipment		270,000	270,000
Contract Services			
Annual Audit	4,000	30,000	34,000
Engineering Services - General		175,000	175,000
Hydrogeological Services		185,000	185,000
Environmental Services		75,000	75,000
Rate Consulting Services		50,000	50,000
Information/Technology Services	20,000	60,000	80,000
Reservoir Permit Monitoring		260,000	260,000
Equipment Rental	5,000	50,000	55,000
Legal Services	25,000	250,000	275,000
Legislative Monitoring Services		60,000	60,000
Off-Site Treatment Residual Hauling and Disposal		312,000	312,000
Outside Lab Services - Drinking Water/ASR/EPA		120,000	120,000
Watershed Programs/Monitoring/Protection [HBMP, MFL, Stewardship]		510,000	510,000
Charlotte Harbor NEP		3,500	3,500
Uniforms		18,000	18,000
Contract Services - Other	6,000	55,000	61,000
Subtotal	60,000	2,213,500	2,273,500

**Peace River Manasota Regional Water Supply Authority
FY 2022 Tentative Budget**

EXPENDITURES	Administrative Office	Facilities	Total Enterprise Fund
General Administration			
Office Maintenance/Improvements	5,000	5,000	10,000
Administrative Office Common Area Maintenance	38,000		38,000
Advertising	3,500	8,000	11,500
Software	4,000	60,000	64,000
Office Supplies	11,000	30,000	41,000
Postage/Shipping	1,000	8,000	9,000
Books, Dues, Subs & Memberships	8,000	20,000	28,000
Training	2,000	2,000	4,000
Professional Development/Cont. Education	15,000	30,000	45,000
Mileage/Travel Reimbursement	10,000	35,000	45,000
Public Outreach/Education Programs/Website	55,000	65,000	120,000
Misc. Fees [permits, registrations, licenses, certifications, bank charges]	14,500	35,000	49,500
Subtotal	167,000	298,000	465,000
Total - Operations & Maintenance	\$ 1,008,537	\$ 21,053,434	\$ 22,061,971

**Peace River Manasota Regional Water Supply Authority
FY 2022 Tentative Budget**

EXPENDITURES	Administrative Office	Facilities	Total Enterprise Fund
<u>NON-OPERATION & MAINTENANCE</u>			
Annual Debt Service			
2014 Bond Series		2,795,750	2,795,750
2015 Bond Series		2,531,250	2,531,250
2020 Bond Series		4,805,450	4,805,450
2019 Series Note	245,934		245,934
Subtotal	245,934	10,132,450	10,378,384
County Payments			
DeSoto Payment		796,000	796,000
Subtotal		796,000	796,000
Other Rate Related Expenditures			
Contribution to R&R Reserve		4,000,000	4,000,000
Transfer to CIP (PR ³)		1,100,000	1,100,000
Transfer to System-Wide Benefit CIP		1,000,000	1,000,000
Transfer to Utility Reserve Fund		105,000	105,000
Disaster Recovery Reserve		350,000	350,000
Contingencies		500,000	500,000
Water Purchase		-	-
Debt Service Coverage Fund		1,519,868	1,519,868
Administrative Costs	(752,683)	752,683	-
Subtotal	(752,683)	9,327,550	8,574,868
Total Rate Related Expenditures	\$ 501,788	\$ 41,309,435	\$ 41,811,223

**Peace River Manasota Regional Water Supply Authority
FY 2022 Tentative Budget**

EXPENDITURES	Administrative Office	Facilities	Total Enterprise Fund
<u>NON-RATE RELATED EXPENDITURES</u>			
Projects			
CIP Projects		4,975,000	4,975,000
Renewal & Replacement Projects		4,000,000	4,000,000
Management & Planning Projects		1,175,000	1,175,000
Subtotal		10,150,000	10,150,000
Fund Disbursements (Debt Coverage Payment FY2021)			
Charlotte County		268,685	268,685
DeSoto County		33,782	33,782
Sarasota County		889,142	889,142
North Port		153,385	153,385
Subtotal		1,344,994	1,344,994
Fund Disbursements (2020 Bond Series Savings Rebate FY2021)			
Charlotte County		63,157	63,157
DeSoto County		3,438	3,438
Sarasota County		865,593	865,593
North Port		450,874	450,874
Subtotal		1,383,062	1,383,062
Total Non-Rate Related Expenditures		12,878,056	12,878,056
Total Expenditures		\$ 501,788	\$ 54,689,278

**Peace River Manasota Regional Water Supply Authority
FY 2022 Tentative Budget**

DEBT SERVICE

Customer	2014B Bond Series	2015 Bond Series	2020 Bond Series	Total
Charlotte County	\$ 734,164	\$ 601,425	\$ 909,502	\$ 2,245,091
DeSoto County	\$ 22,925	\$ 181,744	\$ 33,523	\$ 238,192
Manatee County	\$ -	\$ -	\$ -	\$ -
Sarasota County	\$ 1,748,742	\$ 1,748,081	\$ 3,170,170	\$ 6,666,993
City of North Port	\$ 289,919	\$ -	\$ 692,255	\$ 982,175
Total	\$ 2,795,750	\$ 2,531,250	\$ 4,805,450	\$ 10,132,450

2019 Series Note (Administrative Office)	\$ 245,934
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**Peace River Manasota Regional Water Supply Authority
FY 2022 Tentative Budget**

**CAPITAL IMPROVEMENT PROGRAM
Funded CIP Projects**

Item No.	CIP Project	FY 2022 Expenditures	Source of Funds			FY 2022 Total
			CIP Funds	SWFWMD Grant Funds	State Grant Funds	
1	Reservoir No. 3 Preliminary Design	2,200,000	1,100,000	1,100,000	-	2,200,000
	Total	\$ 2,200,000	\$ 1,100,000	\$ 1,100,000	\$ -	\$ 2,200,000

Item No.	System Wide Benefit CIP Project	FY 2022 Expenditures	Source of Funds			FY 2022 Total
			CIP Funds	SWFWMD Grant Funds	State Grant Funds	
1	Raw Water ASR	500,000	-	-	500,000	500,000
2	Ranch House Replacement	1,000,000	1,000,000	-	-	1,000,000
3	Project Prairie Pump Station Acquisition	1,275,000	637,500	637,500	-	1,275,000
	Total	\$ 2,775,000	\$ 1,637,500	\$ 637,500	\$ 500,000	\$ 2,775,000

**Peace River Manasota Regional Water Supply Authority
FY 2022 Tentative Budget**

MANAGEMENT & PLANNING PROJECTS

Item No.	Planning Projects	FY 2022 Expenditure	Funds Brought Forward	Other Funding	FY 2022 Assessment
1	MWSC Modifications	50,000	-	-	50,000
2	Polk Regional Water Cooperative Coordinating Committee	25,000	-	-	25,000
3	Regional Loop 2B/2C Routing and Feasibility Study	200,000	-	100,000	100,000
4	Regional Loop 3C Routing and Feasibility Study	400,000	-	200,000	200,000
5	Peace River Reservoir No. 3 (PR ³) Siting and Feasibility Study	500,000	-	250,000	250,000
	Total	\$ 1,175,000	\$ -	\$ 550,000	\$ 625,000

**Peace River Manasota Regional Water Supply Authority
FY 2022 Tentative Budget**

SYSTEM-WIDE BENEFIT CIP PROJECT CONTRIBUTION ALLOCATION

10/01/2021 to 09/30/2022

Cost Allocation					
[Annual costs to be allocated]					
	Total	Annual Cost Allocation (1)			
		Filter Covers (2)	Partially Treated Water ASR Project (3)	Ranch House Replacement (3)	Project Prairie Pump Station Acquisition (3)
Charlotte County	443,728	231,988	-	105,870	105,870
DeSoto County	18,582	9,726	-	4,428	4,428
Manatee County	43,712	-	-	21,856	21,856
Sarasota County	415,017	217,003	-	99,007	99,007
City of North Port	78,962	41,282	-	18,840	18,840
Total	\$ 1,000,000	\$ 500,000	\$ -	\$ 250,000	\$ 250,000

(1) Annual Cost Allocation included in Base Rate Charge.

(2) Cost Allocation Pro-Rate Existing Water Allocation.

(3) Cost Allocation Pro-Rate Forecast Water Allocation.

Water Allocation				
	Existing Water Allocation (4)		Forecast Water Allocation (5)	
	Water Allocation [MGD]	Water Allocation [Percentage]	Water Allocation [MGD]	Water Allocation [Percentage]
	Charlotte County	16.100	46.40%	24.220
DeSoto County	0.675	1.95%	1.013	1.77%
Manatee County	0.000	0.00%	5.000	8.74%
Sarasota County	15.060	43.40%	22.650	39.60%
City of North Port	2.865	8.26%	4.310	7.54%
Total	34.700	100.00%	57.193	100.00%

(4) Peace River/Manasota Regional Water Supply Authority Master Water Supply Contract - Exhibit B 'Water Allocations'.

(5) Forecast of Potential Water Allocation for 2040 for cost allocation calculation [does not represent contracted allocation or obligation].

**Peace River Manasota Regional Water Supply Authority
FY 2022 Tentative Budget**

WATER RATE [Authority Customers]

10/01/2021 to 09/30/2022

Total Monthly Water Charge to Customers [Charge per Month]		Monthly Charge = Base Rate Charge + (Water Use Charge x Actual Water Delivered)
Base Rate Charge [Annual costs to be allocated]	Totals	
Other Rate Related Expenditures		
Fixed O & M Cost Component	11,406,939	
Contribution to R & R Reserve	4,000,000	
Transfer to CIP (PR ³)	1,100,000	
Contingencies	500,000	
Transfer to Utility Reserve Fund	105,000	
Transfer to Disaster Recovery Reserve	350,000	
Transfer to Administrative Fund	752,683	
Projected Interest Earned	(40,000)	
Transfer from Rate Stabilization Reserve	(500,000)	
Funds Brought Forward	(4,000,000)	
Sub-Total Other Rate Related Expenditures	\$ 13,674,622	
Water Purchase	0	
Total Other Rate Related Expenditures	\$ 13,674,622	
Debt Service Cost		
2014 Bonds	2,795,750	
2015 Bonds	2,531,250	
2020 Bonds	4,805,450	
Total Debt Service	\$ 10,132,450	
Debt Service Coverage Payments	\$ 1,519,868	
Debt Service Contributions	\$ -	
County Payments		
DeSoto Payment	796,000	
Total County Payments	\$ 796,000	
System-Wide CIP Contribution		
Transfer out to CIP	1,000,000	
Total Base Rate Charge	\$ 27,122,939	

**Peace River Manasota Regional Water Supply Authority
FY 2022 Tentative Budget**

Annual Base Rate Charge By Customer									
	Total	Other Rate Related Expenditures	2014B Bonds	2015 Bonds	2020 Bonds	Debt Service Coverage Payment	DeSoto Payment	System-Wide CIP Contribution	
Charlotte County	9,739,617	6,344,709	734,164	601,425	909,502	336,764	369,326	443,728	
DeSoto County	573,992	266,005	22,925	181,744	33,523	35,729	15,484	18,582	
Manatee County	43,712	-	-	-	-	-	-	43,712	
Sarasota County	14,362,391	5,934,865	1,748,742	1,748,081	3,170,170	1,000,049	345,469	415,017	
City of North Port	2,403,227	1,129,043	289,919	-	692,255	147,326	65,722	78,962	
Total	\$ 27,122,939	\$ 13,674,622	\$ 2,795,750	\$ 2,531,250	\$ 4,805,450	\$ 1,519,868	\$ 796,000	\$ 1,000,000	

Monthly Base Rate Charge By Customer	
Charlotte County	811,635
DeSoto County	47,833
Manatee County	3,643
Sarasota County	1,196,866
City of North Port	200,269
Total	\$ 2,260,245

Water Use Charge	
[Charge per 1,000 gallons]	
	Total
Water Use Rate Charge	\$0.82

Master Water Supply Contract Water Allocation	
Million Gallons Per Day [MGD]	Annual Average Daily [MGD]
Charlotte County	16.100
DeSoto County	0.675
Manatee County	0.000
Sarasota County	15.060
City of North Port	2.865
Total	34.700

**Peace River Manasota Regional Water Supply Authority
FY 2022 Tentative Budget**

MEMBER FEE

10/01/2021 to 09/30/2022

Contribution Amount to be Derived				
		Totals		
Administrative Office Authority Support	\$	501,788		
Projected Interest Earned	\$	-		
Rental Income	\$	(92,653)		
Amount to be Derived	\$	409,135		
Population Basis				
		*Population 4/1/2020	% of Total Population	
	Charlotte County	186,662	17.63%	
	DeSoto County	34,756	3.28%	
	Manatee County	398,367	37.63%	
	Sarasota County	438,810	41.45%	
	Total	1,058,595	100.00%	
Weighted Contribution				
		Base Contribution	Pro Rated Share	
	Charlotte County	\$ 51,142	\$ 36,071	\$ 87,213
	DeSoto County	\$ 51,142	\$ 6,716	\$ 57,858
	Manatee County	\$ 51,142	\$ 76,982	\$ 128,124
	Sarasota County	\$ 51,142	\$ 84,798	\$ 135,939
	Total Weighted Contribution			\$ 409,135

Member Contribution Formula:

Base Contribution = 1/2 amount to be derived divided by 4

Pro rated share = 1/2 amount to be derived times % of Population

* Source: 'Florida Estimates of Population 2020' [Bureau of Economic and Business Research; University of Florida, April 1, 2020]

**Peace River Manasota Regional Water Supply Authority
FY 2022 Tentative Budget**

PLANNING ASSESSMENT
10/01/2021 to 09/30/2022

Planning Assessments [Annual costs to be allocated]				
	Total	Planning Assessment Allocation (1)		
		MWSC Modifications	Polk Regional Water Cooperative Coordinating Committee	Regional Water Supply Feasibility Planning
Charlotte County	110,206	8,816	4,408	96,981
DeSoto County	20,520	1,642	821	18,058
Manatee County	235,198	18,816	9,408	206,974
Sarasota County	213,283	17,063	8,531	187,689
City of North Port	45,792	3,663	1,832	40,297
Total	\$ 625,000	\$ 50,000	\$ 25,000	\$ 550,000

- (1) Planning Assessment invoiced on October 1, 2019.
(2) Planning Assessment Allocation Pro-Rata Population.

Population		
	*Population 4/1/2020	Population [Percentage]
Charlotte County	186,662	17.63%
DeSoto County	34,756	3.28%
Manatee County	398,367	37.63%
Sarasota County	361,249	34.13%
City of North Port	77,561	7.33%
Total	1,058,595	100.00%

* Source: 'Florida Estimates of Population 2020' [Bureau of Economic and Business Research; University of Florida, April 1, 2020]

**Peace River Manasota Regional Water Supply Authority
FY 2022 Tentative Budget**

INTERCONNECT WATER CHARGE [GOVERNMENT RATE]

10/01/2021 to 09/30/2022

Water Charge to Municipalities Interconnected to Regional Transmission System		
[Charge per 1,000 Gallons]		
Water Rate		
[Charge per 1,000 Gallons]		
	\$3.30	Water Rate Charge in \$/1,000 gallons metered water delivery for cumulative delivery to all interconnects up to quantity identified as 'Available from Pool' in the Redistribution Pool for the current fiscal year.
	\$6.60	Water Rate Charge in \$/1,000 gallons metered water delivery for cumulative delivery to all interconnects in excess of the quantity identified as 'Available from Pool' in the Redistribution Pool for the current fiscal year.

Revenue received from these water sales will, at the discretion of the Authority Board, be applied as a credit toward the obligations of the Authority Customers apportioned to each of their allocations to the 'Available from Pool' in the Redistribution Pool for the current fiscal year. Water rate for emergency use unless Interlocal Agreement provides alternative water rate.

**Peace River Manasota Regional Water Supply Authority
FY 2022 Tentative Budget**

REDISTRIBUTION POOL

10/01/2021 to 09/30/2022

Redistribution Pool Water Quantities						
	(1) Water Allocation [MGD]	(2) New Water Supply [MGD]	Total Contracted Allocation [MGD]	(3) Available for Pool [MGD]	Requested from Pool [MGD]	(4) Budget Allocation [MGD]
Charlotte County	16.100	0.000	16.100	1.500	0.000	16.100
DeSoto County	0.675	0.000	0.675	0.000	0.000	0.675
Sarasota County	15.060	0.000	15.060	2.400	0.000	15.060
City of North Port	2.865	0.000	2.865	0.000	0.000	2.865
Total	34.700	0.000	34.700	3.900	0.000	34.700

Redistribution Pool Water Base Rate Charge Adjustment		
	Annual Cost [\$/Year]	Annual Unit Cost [\$/MGD]
Peace River Facility REP Debt Service	6,720,700	457,190
Non-Capital Component	13,674,622	394,081
DeSoto Payment	796,000	22,939
Redistribution Pool Water Base Rate		\$ 874,211

(1) Peace River/Manasota Regional Water Supply Authority Master Water Supply Contract - Exhibit B 'Water Allocations' (Peace River Facility water allocations).

(2) Peace River/Manasota Regional Water Supply Authority Master Water Supply Contract - Exhibit C 'New Water Supply Demands'.

(3) Pool water based on Customer submittals (January 2020).

(4) Total annual average water allocated for FY 2021 budget.

Redistribution Pool Base Rate Charge Adjustment by Customer				
	Annual Base Rate Adjustment		Monthly Base Rate Adjustment	
	To Pool	From Pool	To Pool	From Pool
Charlotte County	0	0	0	0
DeSoto County	0	0	0	0
Sarasota County	0	0	0	0
City of North Port	0	0	0	0
Total	\$0	\$0	\$0	\$0

PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY
BOARD OF DIRECTORS MEETING
August 4, 2021

BUDGET FOR FY 2022
ITEM 2

Resolution 2021-09 'Resolution Setting Forth Rates, Fees and Charges for FY 2022'

Presenter - Executive Director

Recommended Action - **Motion** to approve Resolution 2021-09 'Resolution Setting Forth Rates, Fees and Charges for FY 2022'.

Resolution 2021-09 formalizes the Board adoption of the Budget for FY 2022 and establishes the rates, fees and charges by the Authority for FY 2022 in accordance with the 'Second Amended Interlocal Agreement Creating the Peace River Manasota Regional Water Supply Authority' and the 'Master Water Supply Contract'.

Attachments

Resolution 2021-09 'Resolution Setting Forth Rates, Fees and Charges for FY 2022'

PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY

Resolution 2021-09

**RESOLUTION SETTING FORTH SCHEDULES
OF RATES, FEES AND CHARGES FOR FY 2022**

The Peace River Manasota Regional Water Supply Authority, created pursuant to Section 373.1962, Florida Statutes, now found in Section 373.713, Florida Statutes, and Interlocal agreement pursuant to Section 163.01, Florida Statutes, in lawful session and in regular order of business properly presented, finds that:

WHEREAS, the Second Amended Interlocal Agreement Creating the Peace River Manasota Regional Water Supply Authority entered into on October 5, 2005 provides that:

'The Authority shall establish a final budget and corresponding rate resolution no later than August 15, for the ensuing Contract Year. The final budget shall include all anticipated expenditures of the Authority for its projects and activities for the ensuing Contract Year, including, but not necessarily limited to, Operating and Maintenance Cost, Management and Planning Costs, and Debt Service Cost.' and

WHEREAS, the Authority has entered into the Peace River Manasota Regional Water Supply Authority Master Water Supply Contract with Charlotte County, DeSoto County, Manatee County, Sarasota County, and with the City of North Port on October 5, 2005 (as amended August 5, 2015) for the purpose of supplying water produced by the Authority from the Peace River Facility and new water supply sources; and

WHEREAS, the Master Water Supply Contract provides that:

'For each Contract Year, each Customer with a Water Allocation from the Regional Water System shall pay the Authority the Water Rate adopted by resolution of the Authority Board.' and

WHEREAS, the Authority Board of Directors adopted the Budget for FY 2022 at their regularly scheduled meeting on August 4, 2021.

NOW, THEREFORE, BE IT RESOLVED:

Section 1. The Peace River Manasota Regional Water Supply Authority does hereby set forth schedules establishing rates, fees and charges for the period beginning October 1, 2021 through September 30, 2022 attached hereto as Exhibit A.

Section 2. Conservation Charge for Exceedance.

In the event a customer should receive delivery of water in excess of their respective water allocation (as adjusted by New Water Supply Demand and/or Redistribution Pool) provided in the Master Water Supply Contract for the period beginning October 1, 2021 through September 30, 2022, the exceeding customer shall pay an additional charge, Conservation Charge for Exceedance, derived as follows unless the exceedance is the result of an emergency transfer as determined by the Authority Board, in which case no additional charge shall be placed upon the excess water usage occasioned by the emergency.

The Conservation Charge for Exceedance shall be based solely on Annual Average Day (AAD) Water

Allocation set forth in Exhibit B of the Master Water Supply Contract (the Conservation Charge for Exceedance does not apply to the Peak Month Average Day and the Maximum Day Water Allocations if exceeded). Delivery of water shall be as recorded by the Authority’s meters at the points of connection between the Authority transmission system and the distribution system of the customer.

Exceedance of AAD for Fiscal Year	Conservation Rate Calculation
1 st Exceedance	<u>No penalty.</u> Customer liable only for the Base Rate Charge set by resolution plus Water Use Charge set by resolution for their actual metered water usage. The Authority shall assist the customer in the performance of a water audit of its water system and implementation of audit recommendations.
2 nd Exceedance	Customer liable for the Base Rate Charge set by resolution plus <u>125% of the Redistribution Pool Water Base Rate Charge for water delivered in exceedance of Water Allocation</u> plus Water Use Charge set by resolution for their actual metered water usage.
3 rd Exceedance	Customer liable for the Base Rate Charge set by resolution plus <u>150% of the Redistribution Pool Water Base Rate Charge for water delivered in exceedance of Water Allocation</u> plus Water Use Charge set by resolution for their actual metered water usage.
4 th and all Subsequence Exceedances	Customer liable for the Base Rate Charge set by resolution plus <u>200% of the Redistribution Pool Water Base Rate Charge for water delivered in exceedance of Water Allocation</u> and Water Use Charge set by resolution for their actual metered water usage.

The Conservation Charge for Exceedance is progressive and penalty for exceedance is applied in subsequent fiscal years as provided above. The exceedances do not need to be in consecutive years and the number of exceedances does not reset each year.

The additional revenue received from such exceedance will, at the discretion of the Authority Board, be applied to the funding for management and planning as provided in Section 17 of the MWSC for future water supply development.

Done at Bradenton, Florida this Fourth day of August 2021.

Attest:

Peace River Manasota
Regional Water Supply Authority

Executive Director

Commissioner Alan Maio
Chairman

Approved as to Form:

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

**Peace River Manasota Regional Water Supply Authority
FY 2022 Budget**

WATER RATE [Authority Customers]

10/01/2021 to 09/30/2022

Total Monthly Water Charge to Customers [Charge per Month]		Monthly Charge = Base Rate Charge + (Water Use Charge x Actual Water Delivered)
Base Rate Charge [Annual costs to be allocated]	Totals	
Other Rate Related Expenditures		
Fixed O & M Cost Component	11,406,939	
Contribution to R & R Reserve	4,000,000	
Transfer to CIP (PR ³)	1,100,000	
Contingencies	500,000	
Transfer to Utility Reserve Fund	105,000	
Transfer to Disaster Recovery Reserve	350,000	
Transfer to Administrative Fund	752,683	
Projected Interest Earned	(40,000)	
Transfer from Rate Stabilization Reserve	(500,000)	
Funds Brought Forward	(4,000,000)	
Sub-Total Other Rate Related Expenditures	\$ 13,674,622	
Water Purchase	0	
Total Other Rate Related Expenditures	\$ 13,674,622	
Debt Service Cost		
2014 Bonds	2,795,750	
2015 Bonds	2,531,250	
2020 Bonds	4,805,450	
Total Debt Service	\$ 10,132,450	
Debt Service Coverage Payments	\$ 1,519,868	
Debt Service Contributions	\$ -	
County Payments		
DeSoto Payment	796,000	
Total County Payments	\$ 796,000	
System-Wide CIP Contribution		
Transfer out to CIP	1,000,000	
Total Base Rate Charge	\$ 27,122,939	

**Peace River Manasota Regional Water Supply Authority
FY 2022 Budget**

Annual Base Rate Charge By Customer									
	Total	Other Rate Related Expenditures	2014B Bonds	2015 Bonds	2020 Bonds	Debt Service Coverage Payment	DeSoto Payment	System-Wide CIP Contribution	
Charlotte County	9,739,617	6,344,709	734,164	601,425	909,502	336,764	369,326	443,728	
DeSoto County	573,992	266,005	22,925	181,744	33,523	35,729	15,484	18,582	
Manatee County	43,712	-	-	-	-	-	-	43,712	
Sarasota County	14,362,391	5,934,865	1,748,742	1,748,081	3,170,170	1,000,049	345,469	415,017	
City of North Port	2,403,227	1,129,043	289,919	-	692,255	147,326	65,722	78,962	
Total	\$ 27,122,939	\$ 13,674,622	\$ 2,795,750	\$ 2,531,250	\$ 4,805,450	\$ 1,519,868	\$ 796,000	\$ 1,000,000	

Monthly Base Rate Charge By Customer	
Charlotte County	811,635
DeSoto County	47,833
Manatee County	3,643
Sarasota County	1,196,866
City of North Port	200,269
Total	\$ 2,260,245

Water Use Charge	
[Charge per 1,000 gallons]	
Total	
Water Use Rate Charge	\$0.82

Master Water Supply Contract Water Allocation	
Million Gallons Per Day [MGD]	Annual Average Daily [MGD]
Charlotte County	16.100
DeSoto County	0.675
Manatee County	0.000
Sarasota County	15.060
City of North Port	2.865
Total	34.700

**Peace River Manasota Regional Water Supply Authority
FY 2022 Budget**

MEMBER FEE

10/01/2021 to 09/30/2022

Contribution Amount to be Derived				
		Totals		
Administrative Office Authority Support	\$	501,788		
Projected Interest Earned	\$	-		
Rental Income	\$	(92,653)		
Amount to be Derived	\$	409,135		
Population Basis				
		*Population 4/1/2020	% of Total Population	
	Charlotte County	186,662	17.63%	
	DeSoto County	34,756	3.28%	
	Manatee County	398,367	37.63%	
	Sarasota County	438,810	41.45%	
	Total	1,058,595	100.00%	
Weighted Contribution				
		Base Contribution	Pro Rated Share	
	Charlotte County	\$ 51,142	\$ 36,071	\$ 87,213
	DeSoto County	\$ 51,142	\$ 6,716	\$ 57,858
	Manatee County	\$ 51,142	\$ 76,982	\$ 128,124
	Sarasota County	\$ 51,142	\$ 84,798	\$ 135,939
	Total Weighted Contribution			\$ 409,135

Member Contribution Formula:

Base Contribution = 1/2 amount to be derived divided by 4

Pro rated share = 1/2 amount to be derived times % of Population

* Source: 'Florida Estimates of Population 2020' [Bureau of Economic and Business Research; University of Florida, April 1, 2020]

**Peace River Manasota Regional Water Supply Authority
FY 2022 Budget**

PLANNING ASSESSMENT
10/01/2021 to 09/30/2022

Planning Assessments [Annual costs to be allocated]				
	Total	Planning Assessment Allocation (1)		
		MWSC Modifications	Polk Regional Water Cooperative Coordinating Committee	Regional Water Supply Feasibility Planning
Charlotte County	110,206	8,816	4,408	96,981
DeSoto County	20,520	1,642	821	18,058
Manatee County	235,198	18,816	9,408	206,974
Sarasota County	213,283	17,063	8,531	187,689
City of North Port	45,792	3,663	1,832	40,297
Total	\$ 625,000	\$ 50,000	\$ 25,000	\$ 550,000

- (1) Planning Assessment invoiced on October 1, 2019.
(2) Planning Assessment Allocation Pro-Rata Population.

Population		
	*Population 4/1/2020	Population [Percentage]
Charlotte County	186,662	17.63%
DeSoto County	34,756	3.28%
Manatee County	398,367	37.63%
Sarasota County	361,249	34.13%
City of North Port	77,561	7.33%
Total	1,058,595	100.00%

* Source: 'Florida Estimates of Population 2020' [Bureau of Economic and Business Research; University of Florida, April 1, 2020]

**Peace River Manasota Regional Water Supply Authority
FY 2022 Budget**

INTERCONNECT WATER CHARGE [GOVERNMENT RATE]

10/01/2021 to 09/30/2022

Water Charge to Municipalities Interconnected to Regional Transmission System		
[Charge per 1,000 Gallons]		
Water Rate		
[Charge per 1,000 Gallons]		
	\$3.30	Water Rate Charge in \$/1,000 gallons metered water delivery for cumulative delivery to all interconnects up to quantity identified as 'Available from Pool' in the Redistribution Pool for the current fiscal year.
	\$6.60	Water Rate Charge in \$/1,000 gallons metered water delivery for cumulative delivery to all interconnects in excess of the quantity identified as 'Available from Pool' in the Redistribution Pool for the current fiscal year.

Revenue received from these water sales will, at the discretion of the Authority Board, be applied as a credit toward the obligations of the Authority Customers apportioned to each of their allocations to the 'Available from Pool' in the Redistribution Pool for the current fiscal year. Water rate for emergency use unless Interlocal Agreement provides alternative water rate.

PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY
BOARD OF DIRECTORS MEETING
August 4, 2021

CONSENT AGENDA
ITEM 1

Minutes of June 2, 2021 Board of Directors Meeting

Recommended Action -

Motion to approve minutes of June 2, 2021 Board of Directors meeting.

Draft minutes of the June 2, 2021 Board of Directors meeting are provided for Board approval.

Attachments:

Draft Minutes of June 2, 2021 Board of Directors Meeting

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

June 2, 2021 @ 9:30 a.m.

Board Members Present:

Commissioner Alan Maio, Sarasota County, Chairman
Commissioner Elton Langford, DeSoto County, Vice Chairman
Commissioner Bill Truex, Charlotte County
Commissioner George Kruse, Manatee County

Staff Present:

Patrick Lehman, Executive Director
Mike Coates, Deputy Director
Doug Manson, General Counsel
Richard Anderson, Director of Operations
Terri Holcomb, Resource Management & Planning Manager
Ann Lee, Finance & Administration Manager
Rachel Kersten, Agency Clerk

Others Present:

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

CALL TO ORDER

Commissioner Maio called the meeting to order at 9:30 a.m.

INVOCATION

Commissioner Elton Langford offered the invocation.

PLEDGE OF ALLEGIANCE

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

HOST COUNTY REMARKS

Steve Botelho, Sarasota County Deputy Administrator, made welcoming remarks.

PUBLIC COMMENTS

Public comments were made by Erik Howard.

AWARDS/RECOGNITIONS**1. Commemoration of Sarasota County Centennial**

Commissioner Langford presented Resolution 2021-07 to Renee Di Pilato, Sarasota County Director of Library Services and Chair of the Centennial Committee in commemoration of Sarasota County's centennial anniversary.

Motion was made by Commissioner Truex, seconded by Commissioner Langford, to approve Resolution 2021-07 'Commemoration of Sarasota County Centennial'. Motion was approved unanimously.

2. Florida Section/American Water Works Association Presentation

The Local FSAWWA Region X (comprised of Charlotte, DeSoto, Hardee, Manatee and Sarasota Counties) Best Tasting Drinking Water contest was held at the Sarasota County Carlton Water Treatment Plant on Friday, May 7th. This year's Region X winner is the Peace River Manasota Regional Water Supply Authority. Mark Lehigh of Hillsborough County government who also serves as the Florida Section Director of AWWA was present to congratulate the Authority on this honor. As the Region X winner, the Authority will be entered into the State Best Tasting Drinking Water contest to be held in Orlando at the FSAWWA's Fall Conference in November.

CONSENT AGENDA

- 1. Approve Minutes of the March 31, 2021, Board of Directors meeting.**
- 2. Approve setting Public Hearing for FY 2022 Budget for August 4, 2021, at 9:30 a.m., Manatee County Administration Building, Honorable Patricia M. Glass Chambers, First Floor, 1112 Manatee Avenue West, Bradenton, Florida.**
- 3. Receive and file 'Mid-Year Financial Status Report for FY 2021' and 'Semi-Annual Investment Report' [March 31, 2021].**
- 4. Approve and authorize the Executive Director to execute a Work Order with Consor Engineering for design, permitting and construction phase services on new Water Resources Building for a not-to-exceed amount of \$284,293.**
- 5. Approve the 5-Year Capital Improvements Plan and 20-Year Capital Needs Assessment for 2022-2041**

Motion was made by Commissioner Truex, seconded by Commissioner Langford, to approve the Consent Agenda. Motion was approved unanimously.

REGULAR AGENDA**1. Water Supply Conditions – Staff Presentation**

Richard Anderson presented Water Supply Conditions at the Peace River Facility as of May 17, 2021.

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

May Water Demand	31.7 MGD
May River Withdrawals	20.10 MGD
<u>Storage Volume:</u>	
Reservoirs	5.21 BG
ASR	<u>8.97 BG</u>
Total	14.18 BG

Concerning supply availability, Commissioner Maio shared that there is over a year of water in reserves and that supports the region because eventually every water plant needs to be taken off-line for rehabilitation. Recently Sarasota County finished such rehabilitation at their Carlton Water Treatment Plant and now Manatee County is currently working on their own, and so there is no need for concern that we are running out of water.

2. Strategic Plan Dashboard – Staff Presentation

Terri Holcomb present an update on development of the Authority’s Strategic Plan Dashboard. The proposed Dashboard will be accessible through the Authority’s internet website and will provide a proactive and interactive view into the finance, operations, and water resources departments.

Commissioner Truex complemented Authority staff on the progress and development of this dashboard and said that Charlotte County was very interested in this as well.

3. Project Updates – Staff Presentations

a. Peace River Regional Reservoir No. 3 Project (PR3) Siting and Feasibility Study

Terri Holcomb and Katy Duty of HDR jointly presented status of this project. It was explained that one of the challenges was going to be finding mitigation credits. The likely location of the reservoir falls across 2 drainage basins: Myakka River and Peace River. So, mitigation credits will have to be secured in both basins. They suggested the likely strategy would include a mix of mitigation credits created onsite through restoration, credits created nearby as well as credits purchased from a mitigation bank. Other important initiatives as part of this early study work are determining how large a reservoir to build (6 BG or 9 BG is the current decision), where the new river intake pump station should go and support for operational flexibility that will enable moving water between all 3 reservoirs. HDR has developed a multivariant criteria approach to compare and weigh all of the various factors but ultimately the Board will make the decisions.

Mr. Lehman shared that the SWFWMD Governing Board has approved 50% match of the design fees, but we are competing against the Polk Regional Water Cooperative and Tampa Bay Water for funding.

b. Regional Integrated Loop System Phase 2B & 2C Feasibility and Routing Study

Ford Ritz and Doug Eckmann of Kimley Horn jointly presented the update on Work Order No. 1, the ‘Feasibility and Routing Study for the ‘Phase 2B/2C Regional Integrated Loop Pipeline(s) Project’. Work on the project began on January 7, 2021, and final completion is scheduled for April 2022. A map of most probable routes and how these have been narrowed to a few viable routes was shown. Mr. Eckmann discussed meetings with stakeholders Charlotte County, Sarasota County, City of North Port and Englewood Water District and showed the recommended and favored routes for each.

Commissioner Maio shared that the abandoned rest area near River Road and I-75 had always been reserved for a hurricane staging area. So FDOT had historically adopted a “hands off” approach to local government about using that space. However, there appears to be a softening of that stance and so we may want to consider that space in planning this pipeline route.

c. Regional Integrated Loop System Phase 3C Feasibility and Routing Study

Richard Anderson and Tom Wilson of Wade Trim jointly presented an update on the Work Order No. 1, ‘Feasibility and Routing Study for the Phase 3C Regional Integrated Loop Pipeline Project’ including stakeholder collaboration efforts. Work on the project began on January 7, 2021, and final completion is scheduled for April 2022. Meetings with Sarasota and Manatee Counties have occurred, and although Manatee County has indicated that they don’t need water from the Authority for about 15 years, there are tremendous advantages in regional resiliency and reliability to be gained by hooking together the two largest water supply facilities in the region: Lake Manatee Water Treatment Plant and the Peace River Facility. These are the only two water supply facilities that have the capacity to significantly back each other up. Mr. Wilson indicated that they plan to use the regional hydraulic model along with cost estimates and non-cost factors weighted in a multi variant fashion to provide guidance and choose the best route to interconnect the two systems.

Commissioner Maio informed the group that 5 big landowners in the region had agreed to a vision that has Lorraine Road extending all the way to Knights Trail. In theory this should open up areas for development east of the interstate even more readily than had appeared just a few months before.

4. Interlocal Agreement with Sarasota County for Authority Acquisition of Phase 3C Interconnect Pump Station Property

Mike Coates presented an Interlocal Agreement developed between Sarasota County and the Authority for Authority acquisition of a property in the general vicinity of the Fruitville and Lorraine Road intersection to support regional and county needs for placement of one or more regional pumping stations that will be required to support operation of the Phase 3C Regional Interconnect. The Authority will assume the lead in identifying and acquiring a suitable property, coordinating with the County on property location, other physical site requirements and the purchase price. Sarasota County will pay all costs associated with identifying and acquiring the property. The Authority will own the subject property and grant easements to the County for its facilities.

The Sarasota County BOCC is expected to consider this Interlocal Agreement in early July. Should there be any minor revision to the Agreement associated with County action, the above recommendation provides that the General Counsel and Executive Director be authorized to approve such changes. Significant changes to the Agreement would be returned to the Authority Board for consideration.

Motion was made by Commissioner Langford, seconded by Commissioner Truex to approve the Interlocal Agreement Between Peace River Manasota Regional Water Supply Authority and Sarasota County for Future Pump Station Site for Phase 3C Regional Interconnect and authorize the Executive Director and General Counsel to approve any minor changes to the Agreement associated with subsequent Sarasota County BOCC action. Motion was approved unanimously.

5. Legislative Session Review and Wrap-Up

Laura Donaldson of Manson, Bolves, Donaldson, Varn provided the Board with a review and wrap-up of the 2021 legislative session.

TENTATIVE BUDGET FOR FY 2022**1. Proposed Budget for FY 2022 ‘Investment in Water Security’**

In accordance with the ‘Second Amended Interlocal Agreement Creating the Peace River Manasota Regional Water Supply Authority’, Mr. Lehman present the proposed Tentative Budget for FY 2022 in the amount of \$54,689,278.

Motion was made by Commissioner Langford, seconded by Commissioner Truex, to approve Tentative Budget for FY 2022 in the amount of \$54,689,278. Motion was approved unanimously.

2. Resolution 2021-08 ‘Resolution Setting Forth Preliminary Schedules of Rates, Fees and Charges for FY 2022’

Resolution 2021-08 formalizes the Board’s adoption of the Tentative Budget for FY 2022 and establishes its intent to set rates, fees and charges based upon the tentative budget. A public hearing is scheduled at which time the Board will adopt the final schedule of rates, fees and charges for FY 2022 during a regularly scheduled meeting on August 4, 2021.

Motion was made by Commissioner Truex, seconded by Commissioner Langford, to approve Resolution 2021-08 ‘Resolution Setting Forth Preliminary Schedules of Rates, Fees and Charges for FY 2022’. Motion was approved unanimously.

GENERAL COUNSEL’S REPORT

Mr. Manson provided the Board with a status update on the Master Water Supply Contract review and update.

EXECUTIVE DIRECTOR’S REPORT

Mr. Lehman presented an update for the Board’s information.

CHAIRMAN’S REPORT

Commissioner Maio lead Board discussion on the Executive Director succession plan. He applauded Mr. Lehman for all of his accomplishments and success and discussed the importance of continuity in leadership. With that he stated he felt Deputy Director Mike Coates would make an excellent Executive Director with his 15 years of experience and the fact that he played a significant role in many of the major successes of recent past at Authority including the new reservoir and obtaining the 50-year Water Use Permit and asked to be directed to negotiate a contract with assistance of legal counsel for Mr. Coates to succeed Mr. Lehman as Executive Director.

Commissioner Langford commented that the one thing he has always said about Mr. Lehman was that he knew how to surround himself with good people, and that he felt Mr. Coates would a be a good fit for the position.

Commissioner Truex stated that as a business owner he understands the importance of continuity and he felt that Mr. Coates was an excellent choice for the role.

Commissioner Kruse concurred that succession planning was important, and he was glad that a plan was in place and was fully supportive of it.

Motion was made by Commissioner Truex, seconded by Commissioner Langford, to offer the position of Executive Director of the Peace River Manasota Regional Water Supply Authority to Mike Coates and authorize the Chairman to negotiate an employment contract with Mr. Coates for consideration at the next Board meeting. Motion was approved unanimously.

ROUTINE STATUS REPORTS

There were no Board comments on routine status reports.

BOARD MEMBER COMMENTS

There were no additional Board Member comments.

PUBLIC COMMENTS

There were no additional public comments.

ANNOUNCEMENTS

Next Authority Board Meeting & Public Hearing for FY 2022 Budget
Wednesday, August 4, 2021 @ 9:30 a.m. Manatee County Administration Building
Honorable Patricia M. Glass Chambers, First Floor
1112 Manatee Avenue West, Bradenton, Florida

ADJOURNMENT

There being no further business to come before the Board, the meeting adjourned at 11:45 a.m.

Commissioner Alan Maio
Chairman

PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY
BOARD OF DIRECTORS MEETING
August 4, 2021

CONSENT AGENDA
ITEM 2

Resolution 2021-10 ‘Florida Water Professionals Month’

Recommended Action - **Motion** to approve Resolution 2021-10 ‘Florida Water Professionals Month’.

Safe drinking water is the lifeblood of our communities. The Florida Water and Pollution Control Operators Association is a statewide organization of dedicated operators that maintain water quality in Florida and assure safe drinking water to the public. The Authority is pleased to join in the observance of August as ‘Florida Water Professionals Month’.

Attachments:

Resolution 2021-10 ‘Florida Water Professionals Month’

PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY

Resolution 2021-10

FLORIDA WATER PROFESSIONALS MONTH

The Peace River Manasota Regional Water Supply Authority, created pursuant to Chapter 373.1962, Florida Statutes, now found in Section 373.713, Florida Statutes, and Interlocal Agreement pursuant to Chapter 163.01, Florida Statutes, in lawful session and in regular order of business properly presented, finds that:

WHEREAS, water professionals are trained, dedicated, and knowledgeable personnel who are responsible for designing, operating and maintaining water and wastewater treatment plants; water distribution, wastewater collection and storm water drainage systems; and perform laboratory analysis; and,

WHEREAS, water professionals provide a critical public service to citizens throughout Florida; and,

WHEREAS, the Florida Water and Pollution Control Operators Association (FW&PCOA) organized in 1941 is a non-profit trade organization that promotes the sustainability of Florida's water utility industry through workforce development to protect the health of Florida's citizens and to preserve the state's water resources; and,

WHEREAS, the FW&PCOA offers water and wastewater treatment plant operator and water distribution system operator training courses required for the state of Florida's operator licenses, eight voluntary certification programs and continuing education programs for operator license renewal; and,

WHEREAS, the FW&PCOA in recognizing the importance of the Florida Statutes and Administrative Code that regulate the water industry, acts as liaison between the Department of Environmental Protection and industry personnel; and,

WHEREAS, the FW&PCOA recognizes all those who have played a significant part in operating and maintaining drinking water, wastewater, and stormwater systems in Florida by celebrating *Florida Water Professional Month* which applauds their constant efforts to protect our health and environment.

NOW, THEREFORE, BE IT RESOLVED, by the Authority Board of the Peace River Manasota Regional Water Supply Authority does hereby extend greetings and best wishes to all observing August 2021 as '*Florida Water Professionals Month*'.

DONE at Bradenton Florida, this Forth day of August 2021.

Attest:

Peace River Manasota
Regional Water Supply Authority

Executive Director

Commissioner Alan Maio
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
August 4, 2021

CONSENT AGENDA
ITEM 3

U.S. Geological Survey Joint Funding Agreement #22MCJFA0103

Recommended Action -

Motion to approve and authorize Executive Director, or designee, to execute U.S. Geological Survey Joint Funding Agreement #22MCJFA0103.

The USGS and the Authority have participated in joint funding agreements for monitoring in the Lower Peace River/Upper Charlotte Harbor since 1998 as part of the enhanced Hydrobiological Monitoring Program (HBMP). The existing agreement with the USGS, which covers a data collection program for three tide-stage and specific conductance gage stations in the Peace River will expire at the end of FY 2021 (September 30, 2021).

The new USGS agreement covers FY 2022 (October 1, 2021 through September 30, 2022). The funding distribution is as follows. The FY 2022 costs are the same as in FY 2021:

FY 2022 Cost

- | | |
|-------------|-----------------|
| • Authority | \$33,060 |
| • USGS | <u>\$24,700</u> |
| | \$57,760 |

Budget Action: No action needed.

Attachments:

Tab A Joint Funding Agreement #22MCJFA0103

Tab B Map of Monitoring Stations in the Peace River

TAB A
USGS Joint Funding Agreement #22MCJFA0103



United States Department of the Interior

U.S. GEOLOGICAL SURVEY
Caribbean-Florida Water Science Center
4446 Pet Ln Suite #108
Lutz, FL 33559

June 4, 2021

Mr. Samuel Stone
Land & Environmental Services Manager
Peace River/Manasota Regional Water Supply Authority
8998 SW County Road 769
Arcadia, FL 34269

Dear Mr. Stone:

Enclosed are two signed originals of our standard joint-funding agreement for the project(s) Caribbean-Florida Water Science Center Water Resources Investigations, during the period October 1, 2021 through September 30, 2022 in the amount of \$33,060 from your agency. U.S. Geological Survey contributions for this agreement are \$24,700 for a combined total of \$57,760. Please sign and return one fully-executed original to Susan W Jones at the address above.

Federal law requires that we have a signed agreement before we start or continue work. Please return the signed agreement by **October 1, 2021**. If, for any reason, the agreement cannot be signed and returned by the date shown above, please contact Sara Hammermeister by phone number (239) 275-8448 or email shammer@usgs.gov to make alternative arrangements.

This is a fixed cost agreement to be billed quarterly via Down Payment Request (automated Form DI-1040). Please allow 30-days from the end of the billing period for issuance of the bill. If you experience any problems with your invoice(s), please contact Susan Jones at phone number (813) 498-5009 or email at swjones@usgs.gov.

The results of all work performed under this agreement will be available for publication by the U.S. Geological Survey. We look forward to continuing this and future cooperative efforts in these mutually beneficial water resources studies.

Sincerely,

David M.
Sumner

Digitally signed by David M.
Sumner
Date: 2021.06.04 16:46:24
-04'00'

David M. Sumner, Ph.D., PG
Director, Caribbean-Florida Water Science Center

Enclosure
22MCJFA0103 (2)

Form 9-1366
(May 2018)

U.S. Department of the Interior
U.S. Geological Survey
Joint Funding Agreement
FOR
Water Resource Investigations

Customer #: 6000001084
Agreement #: 22MCJFA0103
Project #: MC00E2A
TIN #: 59-2417483

Fixed Cost Agreement YES[X] NO[]

THIS AGREEMENT is entered into as of the October 1, 2021, by the U.S. GEOLOGICAL SURVEY, Caribbean-Florida Water Science Center, UNITED STATES DEPARTMENT OF THE INTERIOR, party of the first part, and the Peace River/Manasota Regional Water Supply Authority, party of the second part.

1. The parties hereto agree that subject to the availability of appropriations and in accordance with their respective authorities there shall be maintained in cooperation Water Resource Investigations (per attachment), herein called the program. The USGS legal authority is 43 USC 36C; 43 USC 50, and 43 USC 50b.

2. The following amounts shall be contributed to cover all of the cost of the necessary field and analytical work directly related to this program. 2(b) include In-Kind-Services in the amount of \$0.00

(a) \$24,700 by the party of the first part during the period
October 1, 2021 to September 30, 2022

(b) \$33,060 by the party of the second part during the period
October 1, 2021 to September 30, 2022

(c) Contributions are provided by the party of the first part through other USGS regional or national programs, in the amount of:

Description of the USGS regional/national program:

(d) Additional or reduced amounts by each party during the above period or succeeding periods as may be determined by mutual agreement and set forth in an exchange of letters between the parties.

(e) The performance period may be changed by mutual agreement and set forth in an exchange of letters between the parties.

3. The costs of this program may be paid by either party in conformity with the laws and regulations respectively governing each party.

4. The field and analytical work pertaining to this program shall be under the direction of or subject to periodic review by an authorized representative of the party of the first part.

5. The areas to be included in the program shall be determined by mutual agreement between the parties hereto or their authorized representatives. The methods employed in the field and office shall be those adopted by the party of the first part to insure the required standards of accuracy subject to modification by mutual agreement.

6. During the course of this program, all field and analytical work of either party pertaining to this program shall be open to the inspection of the other party, and if the work is not being carried on in a mutually satisfactory manner, either party may terminate this agreement upon 60 days written notice to the other party.

7. The original records resulting from this program will be deposited in the office of origin of those records. Upon request, copies of the original records will be provided to the office of the other party.

8. The maps, records or reports resulting from this program shall be made available to the public as promptly as possible. The maps, records or reports normally will be published by the party of the first part. However, the party of the second part reserves the right to publish the results of this program, and if already published by the party of the first part shall, upon request, be furnished by the party of the first part, at cost, impressions suitable for purposes of reproduction similar to that for which the original copy was prepared. The maps, records or reports published by either party shall contain a statement of the cooperative relations between the parties. The Parties acknowledge that scientific information and data developed as a result of the Scope of Work (SOW) are subject to applicable USGS review, approval, and release requirements, which are available on the USGS Fundamental Science Practices website (<https://www.usgs.gov/about/organization/science-support/science-quality-and-integrity/fundamental-science-practices>).

Form 9-1366
(May 2018)

U.S. Department of the Interior
U.S. Geological Survey
Joint Funding Agreement
FOR
Water Resource Investigations

Customer #: 6000001084
Agreement #: 22MCJFA0103
Project #: MC00E2A
TIN #: 59-2417483

9. Billing for this agreement will be rendered quarterly. Invoices not paid within 60 days from the billing date will bear Interest, Penalties, and Administrative cost at the annual rate pursuant the Debt Collection Act of 1982, (codified at 31 U.S.C. § 3717) established by the U.S. Treasury.

USGS Technical Point of Contact

Name: Sara Hammermeister
Supervisory Hydrologic Technician
Address: 1400 Colonial Blvd.
Ft Myers, FL 33907
Telephone: (239) 275-8448
Fax: (239) 275-6820
Email: shammer@usgs.gov

Customer Technical Point of Contact

Name: Samuel Stone
Land & Environmental Services Manager
Address: 8998 SW County Road 769
Arcadia, FL 34269
Telephone: (863) 491-7567
Fax: (863) 491-7569
Email: sstone@regionalwater.org

USGS Billing Point of Contact

Name: Susan Jones
Budget Analyst
Address: 4446 Pet Lane Suite 108
Lutz, FL 33559
Telephone: (813) 498-5009
Fax: (813) 498-5002
Email: swjones@usgs.gov

Customer Billing Point of Contact

Name: PRMRWSA
Accounts Payable
Address: 9415 Town Center Parkway
Lakewood Ranch, FL 34202
Telephone: (941) 316-1776
Fax: (941) 316-1772
Email: AP@regionalwater.org

U.S. Geological Survey
United States
Department of Interior

Peace River

Signature

David M. Sumner
By Sumner Digitally signed by David M. Sumner
Date: 2021.06.04 16:46:43 -0400 Date: 06/04/2021
Name: David M. Sumner, Ph.D., PG
Title: Director, Caribbean-Florida Water Science Center

Signatures

By _____ Date: _____
Name:
Title:

By _____ Date: _____
Name:
Title:

By _____ Date: _____
Name:
Title:

*SS
6/9/2021*

FY-2022 Cooperative Data Collection Program

The U.S. Geological Survey welcomes the opportunity to continue partnering with you in defining and improving the overall understanding of the water resources of South Florida.

If you have any question, please call Sara Hammermeister at (239) 275-8448 ext. 18.

Summary of USGS Fiscal Year 2022 Cooperative Data Collection Program with Peace River/Manasota Regional Water Supply Authority

USGS Cooperative Matching Funds:	\$24,700
PRMRWSA:	\$33,060
Program Total:	\$57,760

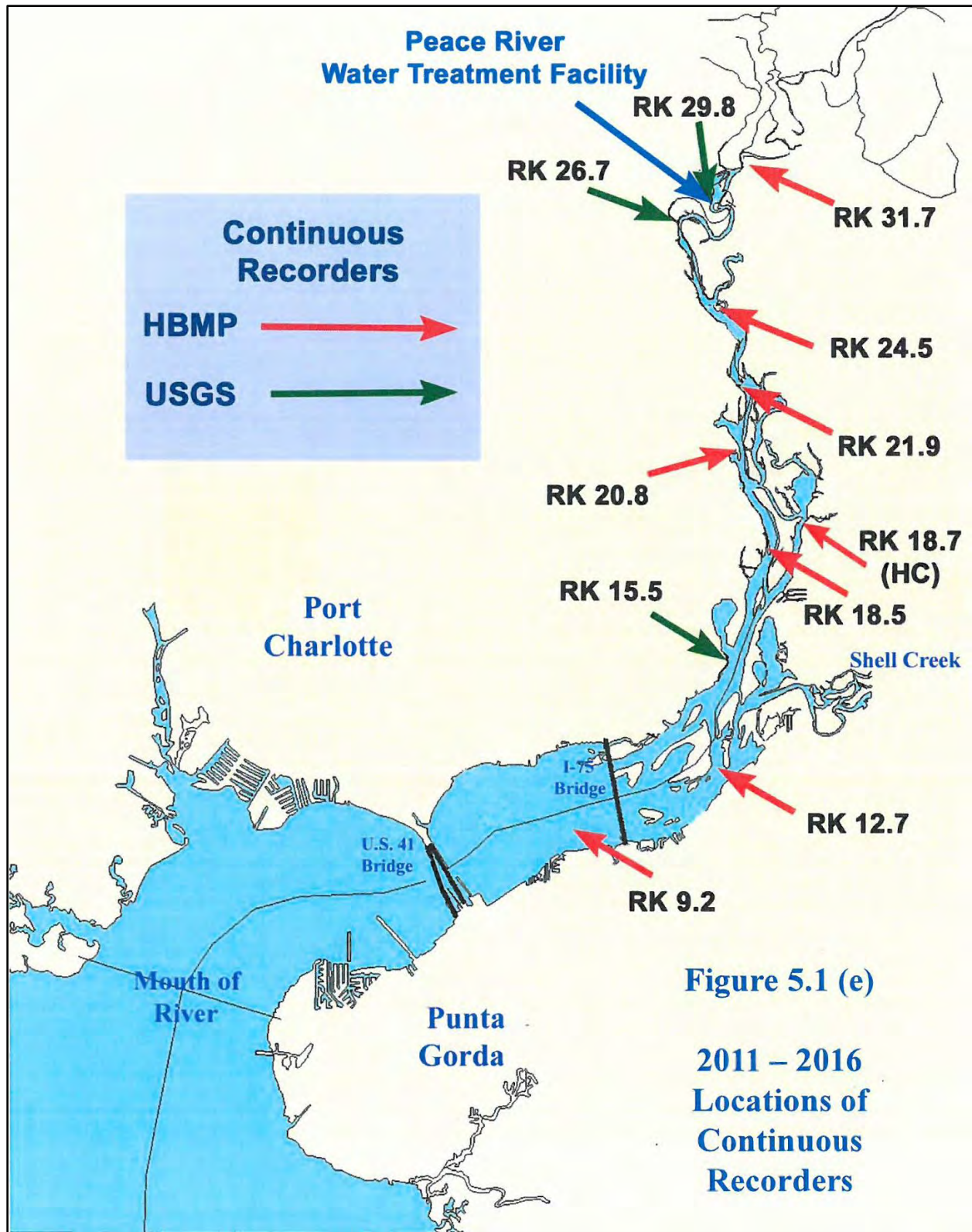
Proposed FY 2021 Hydrologic Data Collection Program

Station No.	Name	Total Cost	USGS	PRMRWSA
02297350	Peace River Nr. Peace River Heights Nr Ft. Ogden, FL	\$19,800	\$8,500	\$11,300
02297460	Peace River at Harbor Heights, FL	\$18,160	\$7,700	\$10,460
02297345	Peace River at Platt, FL	\$19,800	\$8,500	\$11,300
	TOTAL	\$57,760	\$24,700	\$33,060

Notes:

1. 02297460 does not include real-time data.
2. Costs include top and bottom continuous water quality.

TAB B
Map of Monitoring Stations



PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY
BOARD OF DIRECTORS MEETING
August 4, 2021

CONSENT AGENDA
ITEM 4

Annual Regulatory Plan 2021 - 2022

Recommended Action -

Motion to approve the ‘Annual Regulatory Plan 2021 - 2022’ and as may be amended by General Counsel.

Section 120.74(1), Florida Statutes, requires “State Agencies” to prepare an ‘Annual Regulatory Plan’ that includes a listing of each law enacted or amended during the previous 12-months that creates or modifies the authority of that agency, whether the agency must adopt or revise a rule to implement the new law, and whether the agency intends to adopt or revise a rule to implement an existing law. The regulatory plan must also include any desired update to the prior year’s regulatory plan. The Authority’s General Counsel has reviewed the legislation enacted during the 2021 legislative session and has determined that rulemaking is not necessary. In addition, since the Authority currently does not have any adopted rules, there is no inconsistency between the Authority’s rulemaking authority and the laws implemented. Upon approval by the Board of Directors, the law requires certification by the Chairman and General Counsel as well as newspaper publication and posting on the Authority’s website.

There are bills passed by the legislature that have not been signed by the governor to-date. General Counsel will review any actions that enact bills that may impact the Authority and amend the plan as may be necessary.

Attachments:

Annual Regulatory Plan 2021 – 2022

2021-2022 REGULATORY PLAN
OF
PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY

A. RULEMAKING TO IMPLEMENT NEW LAWS

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

Chapter 2021-1, Laws of Florida	Civil Liability for Damages Relating to COVID-19
Chapter 2021-8, Laws of Florida	Emergency Management
Chapter 2021-17, Laws of Florida	Legal Notices
Chapter 2021-36, Laws of Florida	General Appropriations Act
Chapter 2021-42, Laws of Florida	State-Administered Retirement Systems
Chapter 2021-124, Laws of Florida	Payment for Construction Services
Chapter 2021-165, Laws of Florida	Use of Drones by Government Agencies
Chapter 2021-173, Laws of Florida	Public Records/Agency Filing Declaratory Relief
Chapter 2021-194, Laws of Florida	Public Works
Chapter 2021-223, Laws of Florida	Public Records/Agency Trade Secrets

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

B. OTHER RULEMAKING

List each law not otherwise listed under A., which the Peace River Manasota Regional Water Supply Authority expects to implement by rulemaking before July 1, 2022, except emergency rulemaking: None.

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

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

D. CERTIFICATIONS

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

As Chairman of the Board of Directors, I certify that I have reviewed the Peace River Manasota Regional Water Supply Authority's 2021-2022 Regulatory Plan and that the Peace River Manasota Regional Water Supply Authority regularly reviews all of its rules. As of August 4, 2021, the Peace River Manasota Regional Water Supply Authority reviewed all of its rules and determined that they remain consistent with the agency's rulemaking authority and the law implemented.

Commissioner Alan Maio
Chairman

Date: _____

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

As General Counsel to the Peace River Manasota Regional Water Supply Authority, I certify that I have reviewed the Peace River Manasota Regional Water Supply Authority's 2021-2022 Regulatory Plan and that the Peace River Manasota Regional Water Supply Authority regularly reviews all of its rules. As of August 4, 2021, the Peace River Manasota Regional Water Supply Authority reviewed all of its rules and determined that they remain consistent with the agency's rulemaking authority and the law implemented.

Douglas Manson
General Counsel

Date: _____

MISCELLANEOUS

Peace River Manasota Regional Water Supply Authority

Notice of Publication of 2021-2022 Regulatory Plan

NOTICE IS HEREBY GIVEN that on August 5, 2021, the Peace River Manasota Regional Water Supply Authority published their 2021-2022 Regulatory Plan on the Peace River Manasota Regional Water Supply Authority's website. The Regulatory Plan is available on the Authority's website at: WWW.REGIONALWATER.ORG

PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY
BOARD OF DIRECTORS MEETING
August 4, 2021

CONSENT AGENDA
ITEM 5

**Piggy-back on Sarasota County Contract with Benchmark EnviroAnalytical Inc.
for Laboratory Services**

Recommended Action -

Motion to approve piggybacking on Sarasota County’s Contract with Benchmark EnviroAnalytical Inc. for Laboratory Services and authorization for the Executive Director to execute an Agreement for these services.

The Authority requires ongoing water quality analytical services associated with our water treatment, storage, distribution, and monitoring operations. The Authority’s current contract for these services with Benchmark EnviroAnalytical Inc. (Palmetto FL) will expire this summer. The Authority has received excellent service at very good pricing from this local company for many years and staff proposes to continue these lab services through a piggy-back arrangement on Sarasota County’s contract with Benchmark EnviroAnalytical (Benchmark). Sarasota County completed a competitive selection process for laboratory services for the County Utilities Department in 2021, selecting Benchmark to provide these services. The Sarasota County’s contract term is for an initial three years with up to two – one-year extensions. Cost comparison shows the costs in the Sarasota County Contract, while slightly higher than those in the Authority’s current (expiring) contract with Benchmark EA, are comparable to, or lower than, those costs in most Authority laboratory Services contracts dating back to 2012. The comparison is discussed in the attached staff memorandum (Tab A).

Section 189.4221 Florida Statutes, and the Authority’s Procurement Policy allows the Authority, as a Special District to “piggyback” on contracts from other local government, municipality or other Special Districts for commodities and contractual services if 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)

Considering the record of excellent service, local service provider and comparability with historical analytical costs, the staff recommendation is to piggyback on the recent Sarasota County contract with Benchmark EA for laboratory services.

Budget Action: No action needed.

Attachments

Tab A: Staff Memorandum Supporting Contract with Benchmark Enviro Analytical Inc.

Tab B: Contract Between Authority and Benchmark Lab for Laboratory Services.

Tab C: Vendor Agreement to Piggy-Back Contract Arrangement.

Tab D: Sarasota County Bid and Contract Documents for Laboratory Services.

TAB A
Staff Memorandum

MEMORANDUM

DATE: July 14, 2021
TO: Patrick Lehman, Executive Director
THROUGH: Mike Coates, Deputy Director
FROM: Sam Stone, Land and Environmental Services Manager
RE: Contract with Benchmark Enviro Analytical Inc for Laboratory Services.

Recommendation

Recommend approval for piggybacking on Sarasota County's Contract with Benchmark EnviroAnalytical Inc. (Benchmark EA) of Palmetto, Florida for laboratory services, and authorization for the Executive Director to execute an Agreement for these services.

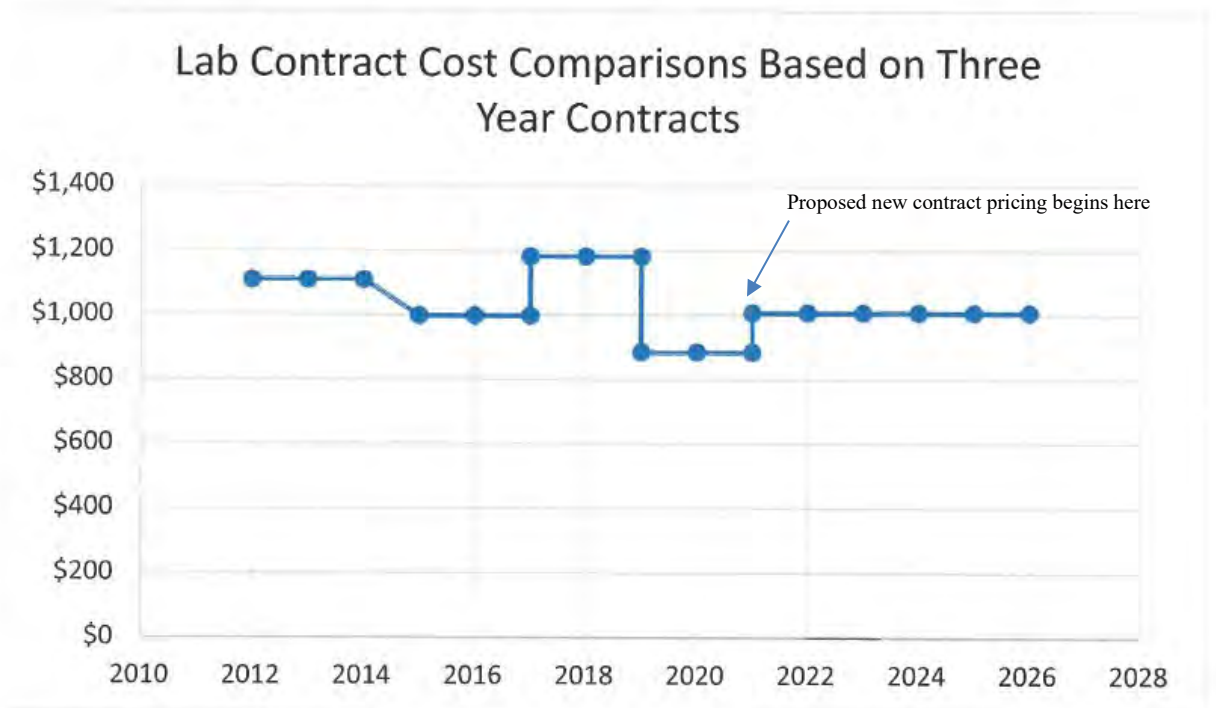
Background

The Authority's current contract with Benchmark EA for laboratory analytical services will expire later this month. Access to these services is necessary for to our regulatory compliance submittals and it supports our daily water supply operations. During last nine (9) years the Authority has consistently used the "piggyback" contract process for procurement of certified state drinking water laboratory services. All local governments that we have piggybacked with utilize a procurement process similar to the Authority, complying with all requirements of the State of Florida. Using the piggyback process for these contract services saves considerable staff time, and has historically yielded very competitive prices while facilitating consistency in sample analysis, rapid turn-around times, and very good quality service from a local owned company.

Figure 1 below compares changes in contracted lab cost over the past nine (9) years with the proposed 2021 Sarasota County piggyback contract costs. To standardize this comparison, a list of commonly analyzed chemical parameters was selected and costs were totaled for this list on each of the previous contracts as well as the currently proposed piggyback contract. The review shows that the costs in the Sarasota County Contract, while higher than those in the Authority's current (expiring) contract with Benchmark EA, are comparable or lower than those costs in most Authority contracts with Benchmark EA dating back to 2012.

Considering the historically excellent service, local service provider and comparability with historical analytical costs, the staff recommendation is to piggyback on the recent Sarasota County contract with Benchmark EA for laboratory services.

Figure 1



TAB B
Contract between Authority and Benchmark EA for Laboratory Services

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

This Contract is entered into by and between the Peace River Manasota Regional Water Supply Authority ("Authority"), whose address is, 9415 Town Center Parkway, Lakewood Ranch, Florida 34202, and Benchmark EnviroAnalytical, Inc., whose address is 1711 12th Street East, Palmetto Florida 34221, under the terms and conditions set forth in the August 23, 2021 Benchmark EnviroAnalytical Inc., contracted with Sarasota County of Florida, for Laboratory Services ("Contract") (Attached hereto).

Section 189.4221 Florida Statutes (F.S.) and Article 9 of the Peace River Manasota Regional Water Supply Authority Procurement Policy allows the Authority, as a Special District, to "piggyback" on contracts from other local governments, municipalities or other Special Districts for commodities and contractual services. On August 4, 2021 the Authority's Board approved "piggybacking" on Sarasota County's contract with Benchmark EnviroAnalytical, Inc.

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

1. Substituted Party. All references in the Contract to Sarasota County shall extend, and be equally applicable, to the Authority for work performed hereunder by Benchmark EnviroAnalytical, Inc., for the Authority. Except for terms that conflict with those herein, both the Authority and Benchmark EnviroAnalytical, Inc., agree to be equally bound by the Contract as if it were fully and directly entered into between the Authority and Benchmark EnviroAnalytical, Inc.

2. Term of this Contract. The term of this contract will commence on August 23, 2021 and continue for a period of three (3) years. The contract term may be renewed for up to two additional one-year periods subject to written agreement of both parties.

3. Taxes. The Authority is exempt from payment of all sales, use or excise taxes.

4. Payment. The Authority will make payment(s) in accordance with the Local Government Prompt Payment Act, Part VII of Chapter 218, F.S.

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 Record Law. Each party will allow public access to documents and materials made or received by either party in connection with this transaction in accordance with Florida's Public Records Act, Chapter 119, F.S. The Authority will not be required to hold confidential any information or records required to be made available to the public pursuant to Section 119, F.S.

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 additional insured with respect to liabilities arises 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.

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

Peace River Manasota
Regional Water Supply Authority

Date

Executive Director

Benchmark EnviroAnalytical, Inc.

Date

Dale D. Dixon, Laboratory Director

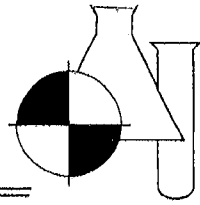
PREPARED BY

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

TAB C
Vender Correspondence Agreeing to Piggy-Back Contract Agreement

BENCHMARK

EnviroAnalytical, Inc.



July 14, 2021

Mike Coates, P.G.
Deputy Director
PRMRWSA

Mr. Coates,

This letter confirms Benchmark is amenable to allowing PRMRWSA to piggyback Sarasota County contract for Bid No. 15-16-00IT6. Water Quality Analysis was awarded to BenchmarkEA by Sarasota County Board of Commissioners on July 13, 2021

Regards,

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

Dale Dixon, Ph.D.
Laboratory Director

TAB D
Sarasota County Bid and Contract Documents for Laboratory Services

Periscope S2G (formerly BidSync) Vendor FAQ's

Periscope S2G Support 800-990-9339 Option 1

QUESTION	RESPONSE
Addenda	<p>If addenda were issued as part of the solicitation, they will appear in red at the bottom of the page.</p> <p>A red "A" will appear next to the bid Title if any addenda have been issued.</p>
Bid Packet	<p><i>Click "download bid packet" to download a PDF version of all of the bid documents.</i></p> <p>Bidders still need to click on each document individually before they system will permit them to place an offer.</p>
Periscope S2G Support	<p>Contact Periscope S2G Support at 800-990-9339 Option 1, or send an email to s2g-support@periscopeholdings.com</p>
Can I turn off notifications from "Links Plus" in Periscope S2G?	<p>Vendors who do not wish to receive Links Plus notifications can turn off those notifications by logging into their account and selecting "My Account">selecting "Notifications"> then unselecting "Send me a daily list of Periscope S2G Links Plus bids".</p>
Can I limit notifications to Sarasota County bids?	<p>No. Periscope no longer allows you to limit to specific entities however, you can limit to specific provinces or states. Vendors can edit their Company Profile to only receive bids from certain areas.</p> <p>Under Account preferences</p> <p>Click on the Bid Profile Tab</p> <p>Click on the pencil icon on the right of the <Sales Territories></p> <p>Click <Select States/Provinces></p> <p>Click applicable states. They will turn orange once selected</p> <p>Click <Save></p> <p>The Sales Territories will be default selected, like your keywords, every time you login to the S2G tool. The Account preferences allow you to make permanent changes that update your notifications and pre-load these settings when searching manually in the tool. You can always adjust your searches to include different areas and keywords that don't impact the notifications or the defaults in your Bid Profile.</p>
Documents	<p>Bidders must open every document associated with the solicitation to be granted access to place a bid.</p> <p>After a document has been viewed, "viewed" will appear next to the document on the Documents tab.</p> <p>If the document requires a response from the vendor, "pending acceptance" will appear next to the document until the document has been completed and electronically signed by the vendor. After the document has been signed "accepted" will appear next to the document name.</p> <p>When all documents have been viewed/accepted, "place offer" will appear at the bottom of the page.</p>
Electronic Signature	<p>Bidders must enter their password, which serves as an electronic signature, when placing an offer, completing forms and uploading documents.</p>
Fees. Is there a fee to access Sarasota County solicitations in Periscope S2G?	<p>No. Sarasota County pays an annual fee to post bids to Periscope S2G. There is no fee for a vendor to view, download or respond to Sarasota County solicitations. If you receive undesired marketing emails or notifications from Periscope S2G, you can unsubscribe from those emails by scrolling to the bottom of the email message</p>

Periscope S2G (formerly BidSync) Vendor FAQ's
Periscope S2G Support 800-990-9339 Option 1

QUESTION	RESPONSE
	and clicking the “unsubscribe” link.
General Terms and Conditions	Bidders must review the General Terms and Conditions of the solicitation before they will be granted access to place a bid.
How do I register to participate in Sarasota County solicitations?	To participate in future bidding opportunities, go to https://prod.bidsync.com/sarasota-county Click on “register here”. The registration process will take less than five minutes.
Placing an Offer	<p>After completing the electronic bid form, vendors must click “review response”. After reviewing the response, vendors must “confirm” their offer by entering their password and clicking “Confirm and Submit Response”. Please note, if you do not complete this step, your offer will not be submitted.</p> <p>If a bidder clicks “place offer” without viewing the bid documents, a pop-up box will appear alerting them that documents were not viewed.</p> <p>Offers can be edited or withdrawn by a bidder at any time prior to the bid submittal deadline.</p>
PlanHolder’s	<p>To become a planholder and/or view a list of bid planholder’s, click the Planholder’s List tab and click “Subscribe”.</p> <p>To see a list of vendors who have viewed the solicitation, from the Details tab, click “Vendor viewed report”.</p>
Qualifications	<p>If there are qualifications associated with a solicitation, the bidder must complete the electronic qualification forms before they are permitted to place a bid.</p> <p>Click “view required qualifications” to complete qualification forms. Qualifications can be updated by vendors at any time.</p>
Questions & Answers	<p>Vendors must use the Q&A tab in Periscope S2G to submit bid specific questions. To submit a question, click on the Q&A tab and click <Ask a question>. Type your question in the popup box and click <submit>.</p> <p>Responses to all questions asked will be visible on the Q&A tab.</p>
Registration	To register, go to https://prod.bidsync.com/sarasota-county and click “Register for Free” at the top of the page.
Training – Is Periscope S2G training available for vendors?	Please contact Periscope S2G at 1-800-990-9339 option 1, and let them know you would like training on how to use Periscope S2G.
Uploading Documents	<p>Some solicitations require bidders to submit documents (resumes, licenses, letters of interest, etc.) with their offer. To upload required documentation, click “Upload Attachment” (on the line item).</p> <p>When the Upload Document pop up screen appears, click <browse> to locate the file you wish to upload. Click on the document file name and click OK. Click <Submit> and a progress bar will appear. When the document has been successfully uploaded, it will appear on the line item under “Attachments”.</p> <p>To save the document to your “offer”, you must click <Review Response>, enter your password and click “Confirm & Submit Response”.</p> <p>Click <View Offer Report> to ensure required documents have been uploaded to your offer prior to the submittal deadline.</p>

Periscope S2G (formerly BidSync) Vendor FAQ's

Periscope S2G Support 800-990-9339 Option 1

QUESTION	RESPONSE
What are "Links" and "Links Plus?"	<p>There are two parts to the Periscope S2G system. Sarasota County is a member of "Links". Bids that appear in "Links" are free to vendors.</p> <p>Links Plus is an additional paid service that is available to vendors who wish to subscribe</p>



NOTICE OF RECOMMENDED AWARD

SOLICITATION #	212110CB	TYPE:	IFB – Invitation for Bids		
SOLICITATION TITLE	Laboratory Services for Sarasota County				
PROCUREMENT ANALYST	Chelsea Blackwell, Procurement and Contracts Specialist <i>CB</i>				
DEPARTMENT	Public Utilities				
ADVERTISED	3/19/2021	RESPONSE DATE	4/20/2021		
PRE-BID MEETING	<input type="checkbox"/> Mandatory <input type="checkbox"/> Optional <input checked="" type="checkbox"/> n/a		ATTENDEES	N/A	
NOTIFICATIONS	3739	VIEWS	56	RESPONSES	4

VENDOR	LOCATION	CATEGORY 1 TOTAL BID PRICE	CATEGORY 2 TOTAL BID PRICE	CATEGORY 3 TOTAL BID PRICE
Anascol USA, LLC	Hollywood, FL	N/A	N/A	\$138,589.20
Benchmark EnviroAnalytical, Inc	Palmetto, FL	\$201,143.00	N/A	\$224,308.50
Pace Analytical Services, LLC	Ormond Beach, FL	N/A	\$121,522.00	N/A
Sanders Laboratories, Inc.	Nokomis, FL	\$215,399.00	N/A	\$251,135.00

RECOMMENDED AWARD
Benchmark EnviroAnalytical, Inc is recommended for award in Category 1 and Category 3 and Pace Analytical Services, LLC is recommended for award in Category 2.

AUTHORIZATION			
<table border="0" style="width: 100%;"> <tr> <td style="width: 40%; vertical-align: top;"> Jennifer Slusarz <hr/> Procurement Official or Designee </td> <td style="width: 30%; vertical-align: top;"> Digitally signed by Jennifer Slusarz Date: 2021.05.18 14:01:30 -04'00' <hr/> Signature </td> <td style="width: 30%; vertical-align: top;"> <hr/> Date </td> </tr> </table>	Jennifer Slusarz <hr/> Procurement Official or Designee	Digitally signed by Jennifer Slusarz Date: 2021.05.18 14:01:30 -04'00' <hr/> Signature	<hr/> Date
Jennifer Slusarz <hr/> Procurement Official or Designee	Digitally signed by Jennifer Slusarz Date: 2021.05.18 14:01:30 -04'00' <hr/> Signature	<hr/> Date	

**TERM CONTRACT FOR
LABORATORY SERVICES FOR CATEGORY 1**

THIS TERM 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 **Benchmark EnviroAnalytical, Inc.**, a Florida corporation, hereinafter referred to as "Contractor."

WITNESSETH

WHEREAS, the County requires the services of a contractor to perform laboratory services for category 1; and,

WHEREAS, the County issued an Invitation for Bid (IFB) #212110CB on March 19, 2021; and,

WHEREAS, the County evaluated the responses received and found the Contractor qualified to perform the necessary services; and,

WHEREAS, the County approved a Notice of Recommended Award on May 20, 2021, and,

WHEREAS, the Contractor has reviewed the services required pursuant to this Term Contract and is qualified, willing and able to provide and perform all such services in accordance with its terms.

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

I. CONTRACTOR'S SERVICES

The Contractor agrees to diligently provide all materials, services and labor for laboratory services for category 1 in accordance with the scope of services made part of this Term Contract as Exhibit A, attached hereto and incorporated herein.

II. TERM

This Term Contract shall commence on August 23, 2021 by both the County and the Contractor and shall continue for a period of three years. This Term Contract may be renewed for up to two additional one year periods subject to written agreement of both parties.

III. COMPENSATION AND PAYMENT OF CONTRACTOR'S SERVICE

A. The County shall pay the Contractor for the services rendered hereunder and completed in accordance with the terms and conditions of this Term Contract a total amount not to exceed Six Hundred Three Thousand Four

BOARD RECORDS
FILED FOR THE RECORD
2021 JUL 16 AM 9:15
KARLA E. RUSSELL
CLERK OF THE CIRCUIT COURT
SARASOTA COUNTY, FL

**TERM CONTRACT FOR
LABORATORY SERVICES FOR CATEGORY 1**

Hundred Twenty-Nine Dollars and Zero Cents (\$603,429.00) for the initial three-year term.

- B. Notwithstanding the preceding, Contractor shall perform no work under this Term Contract until receipt of a purchase order from the County. Contractor acknowledges and agrees that no minimum amount of work is guaranteed under this Term Contract and County may elect to issue no purchase orders. If a purchase order is issued, the County reserves the right to amend, reduce or cancel the purchase order in its sole discretion.
- C. The County's performance and obligation to pay under this Term 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. METHOD OF PAYMENT

- 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 invoice and written approval of same by the County's Administrative Agent indicating that services have been rendered in conformity with this Term Contract.
- B. The Contractor shall submit invoices for payment to the address indicated on the purchase order for those specific services provided pursuant to Exhibit B, Fee Schedule, attached hereto and incorporated herein.
- C. The Contractor's invoices shall be in a form satisfactory to the Clerk of the Circuit Court, who shall initiate disbursements. The Contractor is responsible for providing all necessary documentation that may be required by the County.

V. ADDITIONAL SERVICES

- A. No changes to this Term Contract or the performance contemplated hereunder shall be made unless the same are in writing and signed by both the Contractor and the County.
- B. If the County's Administrative Agent requires the Contractor to perform additional services related to this Term Contract then the Contractor shall be entitled to additional compensation based on the Fee Schedule, as amended, to the extent necessary to accommodate such additional work. The additional compensation shall be agreed upon before commencement of any additional services or changes and shall be incorporated into this Term Contract by written amendment. The County shall not pay for any additional service or work performed before a written amendment to this Term Contract.

**TERM CONTRACT FOR
LABORATORY SERVICES FOR CATEGORY 1**

Notwithstanding the preceding, in the event additional services are required as a result of error, omission or negligence of the Contractor, the Contractor shall not be entitled to additional compensation.

VI. LIABILITY OF CONTRACTOR

- A. The Contractor shall save, defend, indemnify and hold harmless the County from and against any and all claims, actions, damages, fees, fines, penalties, defense costs, suits or liabilities which may arise out of any act, neglect, error, omission or default of the Contractor arising out of or in any way connected with the Contractor or subcontractor's performance or failure to perform under the terms of this Term Contract.
- B. This section shall survive the termination or expiration of this Term Contract.

VII. CONTRACTOR'S INSURANCE

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

VIII. RESPONSIBILITIES OF THE CONTRACTOR

- A. The personnel assigned by the Contractor to perform services shall comply with the terms set forth in this Term Contract. The Contractor shall ensure that all personnel and other agents are fully qualified and capable to perform their assigned tasks.
- B. The Contractor agrees to respond to communication from the County within three working days unless a shorter response time is specified by the County.
- C. The Contractor warrants that it has not employed or retained any company or person (other than a bona fide employee working solely for the Contractor), to solicit or secure this Term Contract and that it has not paid or agreed to pay any person, company, corporation, individual, or firm other than a bona fide employee working solely for the Contractor; any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award of this Term Contract.
- D. The Contractor covenants and agrees that it and its employees shall be bound by the Ethical Standards as set forth in Section 4.3 of the Sarasota County Procurement Manual. The Contractor agrees to incorporate the provisions of this paragraph in any subcontract into which it might enter with reference to the work performed.

**TERM CONTRACT FOR
LABORATORY SERVICES FOR CATEGORY 1**

- E. Contractor agrees that it and its employees shall communicate with County employees and members of the public in a civil manner. All aspects of a Contractor's performance, including complaints received from County employees or members of the public, may impact the County's decision to renew or terminate this Term Contract in accordance with the provisions contained herein. The County further reserves the right to suspend or debar the Contractor from consideration for award of future contracts in accordance with the Sarasota County Procurement Code if the Contractor does not abide by the terms of this subsection.

- F. Pursuant to §287.133(2)(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.

- G. The Contractor shall comply with all federal, state, and local laws, regulations and ordinances applicable to the work or payment for work thereof, and shall not discriminate on the grounds of race, color, religion, sex, or national origin in the performance of work under this Term Contract.

- H. The Contractor shall maintain books, records, documents, and other evidence directly pertaining to or connected with the services under this Term Contract which 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 five (5) fiscal years (from October to September) after completion of the services.

- I. §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 it 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

**TERM CONTRACT FOR
LABORATORY SERVICES FOR CATEGORY 1**

Cuba or Syria, and understands that pursuant to §287.135, F.S., the submission of a false certification may subject Contractor 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.

- J. The Contractor shall notify the County's Administrative Agent at least one (1) day in advance of any meeting between the Contractor and any County Commissioner, regulatory agency or private citizen related to this Term Contract.

- K. The Contractor is, and shall be, in the performance of all work, services and activities under this Term 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 Term 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.

IX. FORCE MAJEURE

The Contractor specifically agrees that all work performed under the terms and conditions of this Term Contract shall be completed within the time limits as set forth herein, or as otherwise identified in the County's purchase order or specified by the County's Administrative Agent, subject only to delays caused by force majeure, or as otherwise defined herein. "Force majeure" shall be deemed to be any cause affecting the performance of this Term Contract arising from or attributable to acts, events, omissions or accidents beyond the reasonable control of the parties.

X. OBLIGATIONS OF COUNTY

- A. The County's Administrative Agent is designated to do all things necessary to properly administer the terms and conditions of this Term Contract, including, but not limited to:
 - 1. Review of all Contractor payment requests for approval or rejection.

 - 2. Periodic reviews of the work of the Contractor as necessary for the completion of the Contractor's services during the period of this Term Contract.

**TERM CONTRACT FOR
LABORATORY SERVICES FOR CATEGORY 1**

- B. The County shall not provide any services to the Contractor in connection with any claim brought on behalf of or against the Contractor.

XI. TERMINATION

- A. The County shall have the right at any time upon thirty (30) calendar days' written notice to the Contractor to terminate the services of the Contractor for convenience. The County shall pay to the Contractor and the Contractor shall accept as full payment for its services, a sum of money equal to the work completed in any commenced but incomplete services.
- B. Any failure of the Contractor to satisfy the requirements of this Term Contract, as documented by the Administrative Agent, shall be considered a default of the Term Contract and sufficient reason for termination.
1. For defaults that are curable (as determined by the County), the Contractor shall be notified in writing by the County and shall have an opportunity to cure such default(s) within ten (10) working days after notification.
 2. For defaults that are not curable (as determined by the County), notice of the termination date shall be given as deemed appropriate by the County.
- C. In the event the County's termination of this Term Contract for default is in any way deficient, at the option of the County such termination shall be deemed to be a termination for convenience pursuant to Section XI.A. above.
- D. The parties may mutually agree to terminate this Term Contract. Such termination shall be evidenced by a notice issued by the County. The County shall pay to the Contractor and the Contractor shall accept as full payment for its services, a sum of money equal to the work completed in any commenced but incomplete services.
- E. In the event that the Contractor has abandoned performance under this Term Contract, then the County may terminate this Term Contract upon three (3) calendar days' written notice to the Contractor indicating its intention to do so. Payment for work performed prior to the Contractor's abandonment shall be as stated above. Contractor shall have one hundred and eighty (180) days to submit invoices. Invoices submitted after one hundred and eighty (180) days may not be accepted for payment.
- F. The Contractor shall have the right to terminate services only in the event of the County failing to pay the Contractor's properly documented and submitted invoice within ninety (90) calendar days of the approval by the County's Administrative Agent.

**TERM CONTRACT FOR
LABORATORY SERVICES FOR CATEGORY 1**

- G. The County reserves the right to terminate and cancel this Term Contract in the event the Contractor shall be placed in either voluntary or involuntary bankruptcy or an assignment be made for the benefit of creditors.
- H. After consultation with and written notice to the Contractor providing a reasonable opportunity to cure, the County shall have the right to refuse to make payment, in whole or part due to:
 - 1. The quality of a portion, or all, of the Contractor's work not performed in accordance with the requirements of this Term Contract;
 - 2. The quantity of the Contractor's work not delivered or performed as represented in the Contractor's Payment Request, or otherwise;
 - 3. Claims made, or likely to be made, against the County or its property;
 - 4. Damages to the County or a third party caused by the Contractor;
 - 5. The Contractor's failure or refusal to perform any other obligation under this Term Contract.

XII. DISPUTE RESOLUTION

- A. In the event of a dispute or claim arising out of this Term 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.
- B. In the event mediation, if attempted, is unsuccessful in resolving a dispute, the parties may proceed to litigation as set forth below.
- C. Any dispute, action or proceeding arising out of or related to this Term 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.
- D. The parties hereby waive all rights to trial by jury for any litigation concerning this Term Contract.
- E. This Term 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.

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- F. Unless otherwise agreed in writing, the Contractor shall be required to continue its services and all other obligations under this Term Contract during the pendency of claim or dispute including, but not limited to, actual period of mediation or judicial proceedings.

XIII. STOP WORK ORDER

The County's Administrative Agent may at any time, by written order to the Contractor, require the Contractor to stop all or any part of the work called for by this Term Contract. Any order shall be identified specifically as a stop work order issued pursuant to this clause. This order shall be effective as of the date the order is delivered to the Contractor. Upon receipt of such an order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. The Contractor shall not resume work unless specifically so directed in writing by the County. The Administrative Agent shall take one of the following actions:

1. Cancel the stop work order; or
2. Terminate the work covered by the order; or
3. Terminate the Term Contract in accordance with provisions contained in Section XI.A.

In the event the County determines to not direct the Contractor to resume work, the stop work order may be converted into a notice of termination for convenience pursuant to Section XI.A. The notice period for such termination shall be deemed to commence on the date of issuance of the stop work order. In the event the County does not direct the Contractor to resume work within ninety (90) days, the Contractor may terminate this Term Contract.

XIV. 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.**

**TERM CONTRACT FOR
LABORATORY SERVICES FOR CATEGORY 1**

Sarasota, FL 34236

Phone: 941-861-5886

Email: publicrecords@scgov.net

XV. MISCELLANEOUS

- A. This Term Contract constitutes the sole and complete understanding between the parties and supersedes all other contracts between them, whether oral or written with respect to the subject matter. No amendment, change or addendum to this Term Contract is enforceable unless agreed to in writing by both parties and incorporated into this Term Contract.
- B. Time is of the essence with regard to each and every aspect of the Contractor's performance under this Term Contract.
- C. The language of this Term Contract shall be construed, in all cases, according to its fair meaning and not for or against any party hereto.
- D. The parties hereto do not intend nor shall this Term Contract be construed to grant any rights, privileges or interest to any third party.
- E. The Contractor shall not assign any interest in this Term Contract and shall not transfer any interest in same (whether by assignment or novation) without the prior written consent of the County, except that claims for the money due or to become due to the Contractor from the County under this Term Contract may be assigned to a financial institution or to a trustee in bankruptcy without such approval from the County. Notice of any such transfer or assignment due to bankruptcy shall be promptly given to the County.
- F. The exercise by either party of any rights or remedies provided herein shall not constitute a waiver of any other rights or remedies available under this Term Contract or any applicable law.
- G. If any term, condition, or covenant of this Term Contract is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions of this Term Contract shall be valid and binding on each party.
- H. The parties covenant and agree that each is duly authorized to enter into and perform this Term Contract and those executing this Term Contract have all requisite power and authority to bind the parties.
- I. Neither the County's review, approval or acceptance of, nor payment for, the services required under this Term Contract shall be construed to

**TERM CONTRACT FOR
LABORATORY SERVICES FOR CATEGORY 1**

operate as a waiver of any rights under this Term Contract or of any cause of action arising out of the performance of this Term Contract.

- J. The rights and remedies of the County provided for under this Term Contract are in addition to any other rights and remedies provided by law.
- K. If the Contractor is comprised of more than one legal entity, each entity shall be jointly and severally liable hereunder.
- L. This Term Contract may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.
- M. The County may unilaterally extend this Term Contract up to ninety (90) days beyond its expiration. The unit prices in effect on the last day of this Term Contract shall remain in effect for the extension period.
- N. Any notices of default or termination shall be sufficient if sent by the parties via United States certified mail, postage paid, or via a nationally recognized delivery service, to the addresses listed below:

Contractor's Representative:		County's Administrative Agent:	
Name:	<u>Annah Jensen</u>	Name:	<u>Jill Dallmann</u>
Title:	<u>Client Services Manager</u>	Title:	<u>Project Manager</u>
Address:	<u>1711 12th Street East</u> <u>Palmetto, FL 34221</u>	Address:	<u>1001 Sarasota Center Blvd</u> <u>Sarasota, FL 34240</u>
Telephone:	<u>941-723-9986</u>	Telephone:	<u>941-861-0951</u>
Facsimile:	<u>941-723-6061</u>	Facsimile:	<u></u>
E-mail:	<u>Annah.Jensen@BenchmarkEA.net</u>	E-Mail:	<u>jdallman@scgov.net</u>

- O. Any change in the County's Administrative Agent or the Contractor's Representative will be promptly communicated by the party making the change.
- P. Paragraph headings are for the convenience of the parties and for reference purposes only and shall be given no legal effect.
- Q. The solicitation and all attachments and addenda thereto are hereby incorporated in the Term Contract by reference.
- R. In the event of conflicts or inconsistencies, the documents shall be given precedence in the following order:

**TERM CONTRACT FOR
LABORATORY SERVICES FOR CATEGORY 1**

1. Term Contract
2. Solicitation
3. County's Purchase Order

[Remainder of page intentionally left blank.]

**TERM CONTRACT FOR
LABORATORY SERVICES FOR CATEGORY 1**

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

BENCHMARK ENVIROANALYTICAL INC:

Signed By: Katharine A. Dixon

Print Name: KATHARINE A. DIXON

Date: 06/29/2021

Title: Sole Proprietor President CEO VP
 General Partner LLC Auth. Member/Manager
 Other _____ (attach proof of authority)

SARASOTA COUNTY

BOARD OF COUNTY COMMISSIONERS
OF SARASOTA COUNTY, FLORIDA

BY: Alan Primm
CHAIRMAN

DATE: 7/13/2021

ATTEST:

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

BY: Blanca Montoya

Approved as to form and correctness:

BY: F. J. E. Ollent
COUNTY ATTORNEY

**EXHIBIT A
SCOPE OF SERVICES**

1. GENERAL

- A. This scope of services is for laboratory testing services for water, wastewater, stormwater, and solid waste systems for the County. An example of the County Departments that shall utilize this contract shall be, but not be limited to, the following: Planning and Development Services - Environmental Protection, Public Works - Stormwater, Solid Waste, and Public Utilities - Water/Wastewater. Sample testing requirements are:
- i. The Contractor shall have the capability to conduct the appropriate tests specified in the following chapters of the Florida Administrative Codes (F.A.C.): Chapters 62-302, 62-520, 62-550, 62-528, 62-600, 62-610, 62-620, 62-640 and 62-777.
 - ii. The Contractor shall comply with the reporting requirements contained in Chapter 62-160.340, F.A.C. The Contractor shall report all results using the chemical names as specified in the Florida regulations. The Contractor shall maintain their reporting formats in order to comply with all current regulatory requirements. The Contractor shall be required to meet all updated regulatory requirements for the duration of the contract.
- B. The Contractor shall identify a single point of contact as its Project Manager for all work performed under this Term Contract.

2. CATEGORY 1

- A. **CATEGORY 1 SERVICES:** Wastewater permit compliance (daily/weekly, monitoring wells, biosolids), Drinking Water Permit compliance, Water Use Permit compliance, and basic water quality.
- i. Group II Regulated (EPA's) Contaminants in drinking water
 - ii. Microbiology in non-potable water, drinking water and solids
 - iii. Primary and Secondary Inorganic contaminants in drinking water
 - iv. Other Regulated Contaminants in drinking water
 - v. Metals in non-potable and drinking water and solids
 - vi. General Chemistry in non-potable, drinking water and solids
 - vii. Volatile organics in non-potable and drinking water
- B. **Work Product**
- i. Sample pick up locations are listed below. Sample pickup shall be carried out on a routine basis: Monday to Sunday at water reclamation facilities, and Monday to Friday at potable water facilities. The other addresses listed are possible pick-up sites and

EXHIBIT A
SCOPE OF SERVICES

shall be selected according to the particular needs of the County.

- a. Bee Ridge Water Reclamation Facility
5550 Lorraine Rd.
Sarasota, Florida 34241
(941) 316-1289
 - b. Central County Water Reclamation Facility
7905 South McIntosh Rd.
Sarasota, Florida 34232
(941) 921-2865
 - c. Venice Gardens Water Reclamation Facility
375 Venice East Boulevard.
Venice, Florida 34293
(941) 486-2349
 - d. T. Mabry Carlton, Jr. Water Treatment Facility
1255 T. Mabry Carlton Memorial Parkway
Venice, Florida 34292
(941) 861-1500
 - e. Venice Gardens Water Treatment Plant
1350 Jacaranda Blvd.
Sarasota, FL 34293
(941) 480-3250
 - f. Central County Solid Waste Disposal Complex
4000 Knights Trail Road.
Nokomis, FL 34275
(941) 861-1570
 - g. Sarasota County Government
1301 Cattleman Rd.
Sarasota, FL 34232
- ii. The following Method Detection Limits (MDLs) shall be achieved:
- a. Certain parameters require dilutions to cover appropriate range. These parameters include, but are not limited to, bacteria and Carbonaceous Biochemical Oxygen Demand (CBOD). The minimum recommended number of dilutions is three (3). As a result of varying sample matrices and laboratory MDLs, it is unfeasible to outline all applicable ranges. The Contractor is advised to discuss any sample from an unknown source with a County QA Officer. The County shall not pay for any result reported as "greater than (>)" the laboratory MDL. Values reported as "less than (<)" the laboratory MDL (as reported in the QA Plan for the appropriate matrix) shall be acceptable. However, the County shall not pay for any result reported as "less than (<)" the laboratory MDL where the MDL is artificially raised due to a dilution factor, except in cases of matrix interference.

EXHIBIT A
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- b. MDLs reported shall be adequate to determine compliance with surface water, groundwater and bio solids standards as listed in Chapters 62-302, 62-520, 62-550, 62-528, 62-600, 62-610, 62-620, 62-640, 62-777, F.A.C., and EPA Part 503 Biosolids Rule. The Contractor shall determine MDLs, on at least an annual basis, for all methods utilized in this Technical Specifications. The MDL shall be calculated in accordance with the most current version of Chapter 62-160, F.A.C. and 40 CFR 136, Appendix B.

- iii. As a result of permit conditions, the timely performance and completion of the required services is vitally important to the County. The following timetable for receipt of Contractor reports (starting from the time of receipt of samples) shall be met:
 - a. A Maximum of seven (7) calendar days for hard copy reports requiring microbiological results only.
 - b. A Maximum of fourteen (14) calendar days for biosolids reports.
 - c. A Maximum of nine (9) calendar days on all other samples submitted under Category 1 (for example, daily/weekly reports for the water reclamation facilities listed in Section 2.B. i).

- iv. The Contractor shall furnish the County with a certified report for work completed, quality-control data, copies of the invoices, and regulatory reporting forms, if applicable. An electronic copy may be requested by the County for the microbiological results to be provided within 48 hours of sampling.

- v. Hard copy reports shall be distributed as follows:
 - a. For routine weekly reports of the Water Reclamation Facilities, one complete original is to be sent to the originating facility and one complete original is to be sent to the County QA Officer.
 - b. One original of all other reports are to be sent to the County QA Officer.

- vi. The Contractor shall maintain the ability to submit results to the County in the FDEP Automated Data Processing Tool (ADaPT) electronic format (both Electronic Data Deliverable [EDD] and Long Range Depended [LRD]) with the error log and other associated files:
 - a. <http://www.dep.state.fl.us/labs/dqa/index.htm>

EXHIBIT A
SCOPE OF SERVICES

- vii. The Contractor shall maintain a tracking method (Dashboard), provided by the County QA Officer, for each major Water Reclamation plant, that contains the major analytic permit requirements and their graphic representation on a weekly basis.
- viii. The Contractor shall be responsible to update and modify the formulas in the (Dashboard) program as necessary.

C. QUALITY ASSURANCE

- i. The Contractor shall run quality-control samples in accordance with Chapter 62-160, F.A.C. and Florida Department of Health (FDOH) per National Environmental Laboratory Accreditation Program (NELAP) compliant certification.
- ii. The following QA data shall be included with all analytical laboratory reports and shall be included in the lump sum price quoted for each test. This data shall include, as applicable:
 - a. Blank Summary (to include method blanks);
 - b. Duplicate Summary;
 - c. Matrix Spike Summary;
 - d. Calibration Data Summary (to include continuing calibration verification); and
 - e. MDLs as regularly attained in the laboratory.
- iii. Quality Control (QC) control limits shall also be reported by the Contractor. If any QC limits were exceeded, a flag or footnote shall be placed to indicate the affected samples.
- iv. All Chain of Custody forms shall be initiated and signed by the Contractor and shall be provided for all sampling sets. These forms are to be completed by the County employee performing the sampling. Upon arrival of the collected samples at the Contractor's laboratory, the receiving agent shall sign the Chain of Custody form. Signed original Chain of Custody forms shall be returned to the County.
- v. The Contractor shall review all reports for accuracy and abnormal test results prior to transmitting the reports to the County.
- vi. The Contractor shall immediately notify the County QA Officer via telephone, or email in the event that any accuracy problems, reporting problems, or abnormal test results become apparent to the Contractor. The Contractor shall immediately notify the submitting facility and the QA Officer of any primary Maximum Contaminant Level (MCL, as set forth in all previously cited Rules) exceedance.

EXHIBIT A
SCOPE OF SERVICES

- vii. The Contractor is responsible for providing the County with written explanations for any and all QA irregularities regarding FDEP, FDOH, Florida Department of Health Environmental Laboratory Certification Program (EL CP) and County specifications and a copy of the Contractor "corrective action plan."

D. COURIER SERVICE

- i. The Contractor shall provide a daily courier service seven (7) days a week, between the hours of 8:30 AM and 11:00 AM, for the purpose of transporting samples collected from the various County facilities (see Section 2.B.i) participating in Category 1. The courier shall also serve on an on-call basis seven (7) days per week, twenty-four (24) hours per day, for any additional pick-ups that may be required (scheduled or unscheduled). All courier costs must be reflected in the analytical testing unit price (scheduled or unscheduled). The courier service shall be responsible for the proper treatment of the samples and shall ensure that the arrival of said samples to the Contractor shall meet the applicable holding times. A mutual time schedule shall be negotiated to meet the needs of all parties. The Contractor courier shall be responsible for recording temperature data obtained from the required coolers on the original Chain of Custody form, see Attachment 1 to Exhibit A "Chain of Custody" form attached hereto and incorporated herein. The required coolers shall be designated by the QA office.
- ii. As a result of abnormal /unscheduled events, the Contractor or subcontractor shall accept samples seven (7) days a week, twenty-four (24) hours per day. Verbal response by the Contractor to a call shall be within one (1) hour. Any sample collected by County personnel after regular Contractor business hours (8:00 AM to 4:00 PM, Monday through Friday) shall be dropped off at any location listed in Section 2.B.i. Separate line items are provided on Exhibit B, Fee Schedule for after hour's analyses.

E. SAMPLE CONTAINERS

- i. The Contractor shall provide the County with sample containers composed of virgin material, certified or cleaned by the specifications outlined in the most current version of DEP-SOP's Containers shall contain the proper amount and type of preservative for the parameters to be analyzed, according to 40 CFR Part 136. To ensure that samples collected by the County are correctly preserved, the Contractor shall provide the County with extra preservatives to be used if necessary. For bacteria testing, sterilized plastic cups (with tail) shall be furnished.
- ii. Coolers shall be in good condition and in sufficient quantities for this

EXHIBIT A
SCOPE OF SERVICES

bid. These coolers shall be dedicated solely for shipping to and from the County. These coolers shall be used for no other purpose than transport of County samples and shall be kept in good repair.

- iii. The Contractor shall provide the County with sufficient sample containers and coolers for the County to conduct nonscheduled sampling. The County shall provide the Contractor with a list of the number and types of sample containers and coolers required.

F. PACKING / BOTTLE KIT SHIPPING

- i. The Contractor shall prepare and mark all containers based on the Sampling Report submitted by the County. Only waterproof labels and markers shall be used on the bottles.
- ii. The coolers are required to be delivered to the County during normal working hours, defined as Monday through Friday 7:00 a.m. – 5:00 p.m. excluding County observed holidays only.
- iii. All coolers must include a sufficient number of blank Chain of Custody forms and a packing list indicating which bottles were included.
- iv. All bottles shall be labeled with the site name, field ID code provided by County, and client name.
- v. Samples received by the Contractor shall have the Chain of Custody forms indicating the parameters to be analyzed.
- vi. The Contractor shall supply bottles as sampling kits in separate clear plastic bags.
- vii. All coolers with bottles containing acid shall be packed upright in clear plastic bags with a strip of pH paper and packing material around each bottle to ensure they remain upright, closed tight, and leak-proof. All glass containers shall be wrapped in "bubble wrap" packing.
- viii. The Contractor shall pay all costs associated with shipping coolers, ice packs, and sample containers to the County.

3. CONTRACTOR RESPONSIBILITIES

- A. Every Contractor crew must have at least one employee that can effectively communicate in English with County staff or with the general public.
- B. Contractor is responsible for any damage to County or personal property due to negligence on the part of the Contractor or their employees. Restoration shall be made to County's satisfaction.

EXHIBIT A
SCOPE OF SERVICES

- C. Contractor is required to participate in performance and project report meetings as deemed necessary by County.
- D. The Contractor shall be responsible for all shipping of samples to and from the County Quality Assurance (QA) Office, located at 1255 T. Mabry Carlton Parkway, Venice, FL 34292, or a point so designated by the County.

4. SUBCONTRACTING

- A. All employees of the Contractor shall be considered to be, all times, the sole employees of the Contractor, under the Contractor's sole direction.
- B. Any use of Subcontractor must be approved in writing by the County.
- C. There shall be no reimbursement for the cost of the Subcontractor. The County shall pay the Contractor for the services of the subcontractor based on the price on the Fee Schedule. Subcontracted testing may not account for more than thirty percent (30%) of the total cost for Category 1.
- D. All subcontractors shall be required to meet the conditions and requirements of the Term Contract including all the documentation required. Analysis of parameters with short holding times represents a critical element of County Regulatory Compliance. If the Contractor's laboratory is physically located outside a distance that precludes timely analyses of parameters with sensitive holding times (48 hours or less), the Contractor may designate a subcontracted laboratory to analyze samples with sensitive holding times, as long as the subcontractor does not exceed thirty percent (30%) of the total cost in Category 1 and meets all of the conditions of this Term Contract. It shall be the responsibility of the Contractor to provide direction to the subcontractor as to the number and types of tests to be performed.
- E. It is the responsibility of the Contractor to incorporate subcontracted analyses into the final report per NELAP requirements, including any required electronic reporting.

5. CHAIN OF CUSTODY

The County shall direct the Contractor as to what tests to perform by issuing a Chain of Custody form. The Chain of Custody shall specify the sampling points, analyte list(s), and information regarding delivery of sampling supplies.

6. BLIND SAMPLES:

To monitor Contractor performance, blind samples (with test results already known by the County) shall be sent periodically to the Contractor by the County. The results shall be evaluated by a County QA Officer.

7. TIMELINESS

EXHIBIT A
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The Contractor shall perform all required tests in accordance with United States Code of Federal Regulations Title 40 CFR Part 136, Table II. The County shall not reimburse the Contractor for any test(s) conducted after the established holding time unless the County QA officer instructs the Contractor to do otherwise. The Contractor must communicate with the County QA officer when samples are delivered after holding times to determine if analysis should proceed. Failure to meet holding times shall result in re-sampling at the Contractor's expense in accordance with this scope. The Contractor must notify the County immediately if it is impossible an analysis can be performed (loss of certification, broken bottles, malfunctioning equipment etc.).

8. DELAY FEES/ LIQUIDATED DAMAGES

- A. Time is of the essence in the performance of the scope of services. Therefore, the amounts set forth below shall serve as liquidated damages for delay:
 - i. For reports submitted up to seven calendar days beyond the applicable timetable established for Category 1 regulations, a fifty (50%) percent reduction of report invoice amount shall be assessed.
 - ii. For reports submitted after seven calendar days beyond the applicable timetable established for Category 1 regulations, one hundred (100%) percent reduction of report invoice amount shall be assessed.

9. QUESTIONABLE/ INVALID DATA

- A. Re-analysis of suspect data samples (possible invalid data or inconsistent with the historical data base) shall be provided by the Contractor at the request of the County. Cost for re-analysis of questionable data shall be borne by the County unless the original result is invalidated due to Contractor error, in which case cost of re-analysis shall be borne by the Contractor.
- B. Re-analysis results require a three (3) calendar day turn around; corrected reports to follow within two (2) business days of re-analysis.

10. PROFESSIONAL QUALITY AND RETESTING

The Contractor shall be responsible for the professional quality, technical accuracy, and the coordination of all data and reports produced. The Contractor shall, without additional compensation, correct or revise any errors or deficiencies in its reports, data, or other documents. The County reserves the right to reject reports and invoices that fail to abide by the conditions in the scope of services for Category 1 and in turn shall reject payment requests or invoices for any of those tests until accurate and approved reports are

EXHIBIT A
SCOPE OF SERVICES

submitted according to the specifications and to the County's satisfaction. The County may request verification or a retest of up to 2% of reported analytes at no additional charge at the discretion of the County.

11. RESAMPLING RESPONSIBILITY

- A. The Contractor shall be responsible for any re-sampling caused by their negligence (including, but not limited to, out of hold time, damaged samples). Re-sampling shall be performed according to the most current FDEP Standard Operating Procedures for Field Activities (FDEP-SOP).
- B. In the event that County staff must resample as a result of Contractor negligence, the Contractor may be responsible for costs incurred by the County in collecting additional samples. These costs include human resources, transportation and any supplies associated with sampling the parameter(s) in question. Any other costs incurred by the County as a consequence of improper/incorrect analysis of samples shall be the Contractor's responsibility and liability.

12. SAMPLE RETENTION

All samples received by the Contractor from the County shall be retained after the date of the final report submittal to the County to ensure that re-analysis is possible if requested by the County. Samples shall be retained for a minimum of ninety (90) days for metals samples and forty-five (45) days for all other samples.

13. CERTIFICATION RENEWALS

The Contractor shall furnish the County with FDOH renewal certificates and subsequent results of final On-Site Laboratory Assessment Reports for the duration of the contract. In the event the Contractor's certification is suspended for any parameter or group of parameters, the County shall be notified verbally within 24 hours and in writing within 7 days including a copy of the Corrective Action Plan submitted to NELAP.

14. INSPECTIONS

The County reserves the right to perform scheduled and unscheduled inspections of the Contractor's laboratory during Normal Business Hours. Normal Business hours are defined as Monday through Friday 7:00 a.m. – 5:00 p.m.

ATTACHMENT 1 to EXHIBIT A

CHAIN OF CUSTODY FORM
EXAMPLE LABORATORY
 1301 Cattlemen Rd
 Sarasota, FL 34232
 (941) 555-8888
 (941) 555-8888 fax
 www.examplelaboratory.com

Client:

Sarasota County Utilities Department
 1255 T. Mabry Carlton Parkway
 Venice, FL 34292
 (941) 650-1112
 (941) 480-3558 fax

Project Name:
 Purchase Order Number:

Laboratory Submission #:

Stanton ID:	Sample Matrix	Sample Type	Analysis Requested:	BOD, CBOD	NOX, NO2, NO3	NH3	TKN TP	CN	AL, AS, Ca, Cd, Cr, Cu, Fe, Pb, Mg, Mn, Mo, Ni, K, Se, Na, Zn	Laboratory Sample #
Example	WW	Grab	Preservative: Plain	Plain	Plain	1:4 H2SO4	1:4 H2SO4	Ascorbic Acid	1:4 HNO3	
			Diss & Trace							
			Diss & Trace							
			Diss & Trace							
			Diss & Trace							
			Diss & Trace							

1. Each bottle has a label identifying sample ID, pre-treatment preservative contained in the bottle, sample type, client ID, and instructions for analysis.
 2. The following information should be added to each bottle label after collection with permanent black ink: date and time of collection, sampler's name or initials, and any field number or ID.
 3. All bottles not containing preservative may be rinsed with appropriate sample prior to collection.
 4. The client is responsible for documentation of the sampling event. Please note special sampling events on the sample custody form.

1	2	3	4	5	6	7	8	9	10
Collected by:	Time:	Date:	Received by:	Time:	Date:	Received by:	Time:	Date:	Received by:
Temperature by:	Time:	Date:	Temperature by:	Time:	Date:	Temperature by:	Time:	Date:	Temperature by:

Laboratory Sample Acceptability: pH < 2 : C
 LAB Temperature:
 LAB Temperature:

(END EXHIBIT A)

**EXHIBIT B
FEE SCHEDULE**

ITEM	ANALYTE DESCRIPTION	MATRIX	UNIT OF MEASURE	UNIT PRICE
<i>Microbiological</i>				
CAT 1 MIC-1	Fecal Coliform	NP	per test	\$12.00
CAT 1 MIC-2	Fecal Coliform (after hours analysis)	NP	per test	\$29.00
CAT 1 MIC-3	Fecal Streptococcus	NP	per test	\$22.00
CAT 1 MIC-4	Fecal Streptococcus (after hours analysis)	NP	per test	\$29.00
CAT 1 MIC-5	Total Coliform	DW/NP	per test	\$19.00
CAT 1 MIC-6	Total Coliform (after hours analysis)	DW/NP	per test	\$29.00
CAT 1 MIC-7	Total Coliform by MMO-MUG	DW	per test	\$9.00
CAT 1 MIC-8	Enterococci by EPA 1600	NP	per test	\$26.00
CAT 1 MIC-9	Heterotrophic plate count SM 9215 B	DW/NP	per test	\$21.00
CAT 1 MIC-10	E.coli by SM9223B	NP	per test	\$19.00
CAT 1 MIC-11	E.coli (after hours) by SM9223B	NP	per test	\$23.00
CAT 1 MIC-12	Enterococci by Enterolert	NP	per test	\$26.00
CAT 1 MIC-13	Enterococci by Enterolert (after hours)	NP	per test	\$32.00
<i>Nutrients</i>				
CAT 1 NUT-1	Ammonia-N	(NH ₃) DW/NP	per test	\$10.00
CAT 1 NUT-2	Nitrate-N	(NO ₃) DW/NP	per test	\$10.00
CAT 1 NUT-3	Nitrite-N	(NO ₂) DW/NP	per test	\$10.00
CAT 1 NUT-4	Organic Nitrogen	(O-N) NP	per test	\$1.00
CAT 1 NUT-5	Orthophosphorus	(O-P) DW/NP	per test	\$11.00
CAT 1 NUT-6	OP lab filtration	N/A	per test	\$2.50
CAT 1 NUT-7	Total Kjeldahl Nitrogen	(TKN) NP	per test	\$19.00
CAT 1 NUT-8	Filtered Total Kjeldahl Nitrogen	(FTKN) NP	per test	\$21.00
CAT 1 NUT-9	Total Nitrate plus Nitrite-N	(NO _x) DW/NP	per test	\$10.00
CAT 1 NUT-10	Total Nitrogen	(Tot-N) NP	per test	\$1.00
CAT 1 NUT-11	Total Phosphorus	(TP) NP	per test	\$18.00
<i>Residue/Demands</i>				
CAT 1 RESTEM-1	Chlorine/Residual Free Chlorine	(TRC) DW /NP	per test	\$20.00
CAT 1 RESTEM-2	Biochemical Oxygen Demand	(BOD5) NP	per test	\$20.00
CAT 1 RESTEM-3	Filtered Biochemical Oxygen Demand	(FBOD5) NP	per test	\$22.00
CAT 1 RESTEM-4	Carbonaceous Biochemical Oxygen Demand	(CBOD) NP	per test	\$20.00
CAT 1 RESTEM-5	Chemical Oxygen Demand	(COD) NP	per test	\$25.00
CAT 1 RESTEM-6	Total Dissolved Solids	(TDS) DW /NP	per test	\$10.00

**EXHIBIT B
FEE SCHEDULE**

ITEM	ANALYTE DESCRIPTION	MATRIX	UNIT OF MEASURE	UNIT PRICE
CAT 1 RESDEM-7	Total Suspended Solids	(TSS) NP	per test	\$9.00
CAT 1 RESDEM-8	Total Volatile Suspended Solids	(TVSS) NP	per test	\$11.00
CAT 1 RESDEM-9	Mixed Liquor Suspended Solids	(MLSS) NP	per test	\$9.00
CAT 1 RESDEM-10	Mixed Liquor Volatile Solids	(MLVS) NP	per test	\$9.00
	<i>Physical Properties/Minerals</i>			
CAT 1 PHYPROP-1	Color	DW/NP	per test	\$10.00
CAT 1 PHYPROP-2	Odor	DW	per test	\$10.00
CAT 1 PHYPROP-3	Conductivity	DW/NP	per test	\$8.00
CAT 1 PHYPROP-4	pH	DW/NP	per test	\$7.00
CAT 1 PHYPROP-5	Salinity	NP	per test	\$16.00
CAT 1 PHYPROP-6	Turbidity	DW/NP	per test	\$9.00
CAT 1 PHYPROP-7	Total Organic Carbon	(TOC) DW/NP	per test	\$20.00
CAT 1 PHYPROP-8	Fluoride	(F-) DW/NP	per test	\$12.00
CAT 1 PHYPROP-9	Chloride	(Cl-) DW/NP	per test	\$11.00
CAT 1 PHYPROP-10	Sulfate	(SO ₄) DW/NP	per test	\$11.00
CAT 1 PHYPROP-11	Alkalinity, Carbonate/Bicarbonate/Total	(Carb/Bicarb) DW/NP	per test	\$13.00
CAT 1 PHYPROP-12	Calcium Hardness	DW/NP	per test	\$10.00
CAT 1 PHYPROP-13	Hardness	NP	per test	\$10.00
CAT 1 PHYPROP-14	Sulfide	DW/NP	per test	\$15.00
	<i>Sediment</i>			
CAT 1 SED-1	Ammonia-N	(NH ₃) Solid	per test	\$16.00
CAT 1 SED-2	Total Kjeldahl Nitrogen	(TKN) Solid	per test	\$19.00
CAT 1 SED-3	Nitrate + Nitrite Nitrogen	(NOX) Solid	per test	\$16.00
CAT 1 SED-4	Total Nitrogen (by calculation)	(TN) Solid	per test	\$1.00
CAT 1 SED-5	Total Phosphorus	(TP) Solid	per test	\$18.00
CAT 1 SED-6	Fecal Coliform	Solid	per test	\$64.00
CAT 1 SED-7	pH	Solid	per test	\$20.00
	<i>Metals</i>			
CAT 1 MET-1	Aluminum	(Al) DW/NP	per test	\$8.00
CAT 1 MET-2	Antimony	(Sb) DW/NP	per test	\$11.00

**EXHIBIT B
FEE SCHEDULE**

ITEM	ANALYTE DESCRIPTION	MATRIX	UNIT OF MEASURE	UNIT PRICE
CAT 1 MET-3	Arsenic	(As) DW/NP	per test	\$11.00
CAT 1 MET-4	Barium	(Ba) DW/NP	per test	\$8.00
CAT 1 MET-5	Boron	(B) DW/NP	per test	\$8.00
CAT 1 MET-6	Beryllium	(Be) DW/NP	per test	\$8.00
CAT 1 MET-7	Cadmium	(Cd) DW/NP	per test	\$8.00
CAT 1 MET-8	Calcium	(Ca) DW/NP	per test	\$8.00
CAT 1 MET-9	Chromium	(Cr) DW/NP	per test	\$8.00
CAT 1 MET-10	Copper	(Cu) DW/NP	per test	\$8.00
CAT 1 MET-11	Iron	(Fe) DW/NP	per test	\$8.00
CAT 1 MET-12	Lead	(Pb) DW/NP	per test	\$11.00
CAT 1 MET-13	Magnesium	(Mg) DW/NP	per test	\$8.00
CAT 1 MET-14	Manganese	(Mn) DW/NP	per test	\$8.00
CAT 1 MET-15	Mercury	(Hg) DW/NP	per test	\$11.00
CAT 1 MET-16	Molybdenum	(Mo) DW/NP	per test	\$8.00
CAT 1 MET-17	Nickel	(Ni) DW/NP	per test	\$8.00
CAT 1 MET-18	Potassium	(K) DW/NP	per test	\$8.00
CAT 1 MET-19	Selenium	(Se) DW/NP	per test	\$11.00
CAT 1 MET-20	Silver	(Ag) DW/NP	per test	\$8.00
CAT 1 MET-21	Sodium	(Na) DW/NP	per test	\$8.00
CAT 1 MET-22	Strontium	(Sr) DW/NP	per test	\$8.00
CAT 1 MET-23	Thallium	(Tl) DW/NP	per test	\$11.00
CAT 1 MET-24	Total Silica	DW/NP	per test	\$8.00
CAT 1 MET-25	Zinc	(Zn) DW/NP	per test	\$8.00
	<i>Biosolids</i>			
CAT 1 SLU-1	S.O.U.R. by SM2710B, 18 th Ed.	NP	per test	\$70.00
CAT 1 SLU-2	pH	Solid	per test	\$20.00
CAT 1 SLU-3	Total Solids	(T-S) Solid	per test	\$9.00
CAT 1 SLU-4	Fecal Coliform, MPN by SM9221E	Solid	per test	\$60.00
CAT 1 SLU-5	Aluminum	(Al) Solid	per test	\$8.50
CAT 1 SLU-6	Arsenic	(As) Solid	per test	\$8.50
CAT 1 SLU-7	Barium	(Ba) Solid	per test	\$8.50
CAT 1 SLU-8	Cadmium	(Cd) Solid	per test	\$8.50
CAT 1 SLU-9	Chromium	(Cr) Solid	per test	\$8.50
CAT 1 SLU-10	Copper	(Cu) Solid	per test	\$8.50
CAT 1 SLU-11	Lead	(Pb) Solid	per test	\$8.50
CAT 1 SLU-12	Mercury	(Hg) Solid	per test	\$11.00
CAT 1 SLU-13	Molybdenum	(Mo) Solid	per test	\$8.50
CAT 1 SLU-14	Nickel	(Ni) Solid	per test	\$8.50
CAT 1 SLU-15	Selenium	(Se) Solid	per test	\$8.50

**EXHIBIT B
FEE SCHEDULE**

ITEM	ANALYTE DESCRIPTION	MATRIX	UNIT OF MEASURE	UNIT PRICE
CAT 1 SLU-16	Silver	(Ag) Solid	per test	\$8.50
CAT 1 SLU-17	Zinc	(Zn) Solid	per test	\$8.50
CAT 1 SLU-18	Total Solids, %	(TS %) Solid	per test	\$9.00
CAT 1 SLU-19	Total Nitrogen, %	(TN %) Solid	per test	\$9.00
CAT 1 SLU-20	Total Phosphorus, %	(TP %) Solid	per test	\$9.00
CAT 1 SLU-21	Potassium, %	(K %) Solid	per test	\$9.00
CAT 1 SLU-22	Total Fixed Solids	(TFS) Solid	per test	\$9.00
CAT 1 SLU-23	Total Volatile Solids	(TVS) Solid	per test	\$9.00
	<i>Volatiles Test</i>			
CAT 1 VOLTST-1	Total Trihalomethanes	(THM) DW	per test	\$39.00
	<i>Other</i>			
CAT 1 OTH-1	Corrected Chlorophyll a	NP	per test	\$25.00
CAT 1 OTH-2	Calibration of chlorine secondary standards	N/A	per test	\$7.00
CAT 1 OTH-3	Oil and Grease	NP	per test	\$41.00
CAT 1 OTH-4	Cyanide, Total	(CN) DW/NP	per test	\$28.00
CAT 1 OTH-5	Surfactants	(MBAS) DW/NP	per test	\$32.00
CAT 1 OTH-6	Laboratory filtration of Chlorophyll a	N/A	per test	\$2.50
CAT 1 OTH-7	Hourly rate for sampling	N/A	per test	\$60.00
ITEM	DESCRIPTION	COST MULTIPLIER		
CAT 1 EAM-1	Expedited Analysis (24 hr) (electronic and verbal report)	1.80		
CAT 1 EAM-2	Expedited Analysis (48 hr) (electronic and verbal report)	1.40		
CAT 1 EAM-3	Expedited Analysis (72 hr) (electronic and verbal report)	1.20		

Notes: DW = Drinking water

NP= Non-Potable water

Solid = Solid

EXHIBIT C INSURANCE REQUIREMENTS

For purposes of this Exhibit C, 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, 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 be required to provide County with 5-day prior written notice of any policy cancellation or non-renewal.

The County reserves the right to review, 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.

A. WORKERS' COMPENSATION: Contractor agrees to maintain Workers' Compensation insurance in accordance with Florida Statutes, Chapter 440. Employers Liability to be included with a minimum limit of \$100,000.00 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.

EXHIBIT C
INSURANCE REQUIREMENTS

Contractors who are exempt from Florida's Workers' Compensation law must provide proof of such exemption issued by the Florida Department of Financial Services, Bureau of Workers' Compensation.

- B. COMMERCIAL GENERAL LIABILITY:** Contractor agrees to 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. 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 \$500,000.00 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. PROFESSIONAL LIABILITY:** Consultant agrees to maintain Professional Liability insurance, or equivalent Errors & Omissions Liability insurance, with limits not less than \$1,000,000 per claim/occurrence and in the aggregate for professional services rendered under this contract. If coverage is written on a claims-made basis: a. Any retro date shall precede the effective date of this contract; b. Consultant 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 evidence showing Consultant has obtained a two year extended reporting period endorsement.

PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY
BOARD OF DIRECTORS MEETING
August 4, 2021

CONSENT AGENDA
ITEM 6

Approve Firms for ‘As Needed General Mowing and Ground Maintenance Services’

Recommended Action -

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

The Authority’s four (4) existing As Needed General Mowing and Ground Maintenance Services contracts will expire in December 2021. Requests for Proposals (RFPs) were requested in accordance with the Authority’s Procurement Policy and six (6) RFPs were received by the June 15, 2021 deadline. All RFPs were reviewed and ranked by the Professional Services Evaluation Committee at a public meeting on June 28, 2021. Services under these contracts typically provide the As Needed mowing and ground maintenance services on various Authority owned properties, including but not limited to, finish mowing, bush hog tractor mowing, embankment/slope mowing and general grounds maintenance services.

Staff recommends the Authority Board of Directors approve the recommended list of firms below for award of contracts for ‘As Needed General Mowing and Ground Maintenance Services’ and authorize the Executive Director to execute Agreement for As Needed General Mowing and Ground Maintenance Services with each respective firm contingent on review of contract required documents by Authority General Counsel. Proposed contracts have a five-year initial term with up to two additional one-year extensions.

Firms (Listed Alphabetically)	Office Location
Coronado Lawn Service of FL, LLC	Myakka City, FL
Groundlevel, Inc.	Wauchula, FL
HVMI, LLC	North Port, FL
Sumner Land Management, LLC	Balm, FL

Budget Action: No action needed.

Attachments:

Tab A Staff Memo

Tab B Supporting Documentation, Services Agreement and Firm RFP Submittals (Electronic Format)

TAB A
Staff Memo

MEMORANDUM

DATE: August 4, 2021

TO: Authority Board of Directors

FROM: Patrick Lehman, Executive Director

RE: Consultant Selection for “As Needed General Mowing and Ground Maintenance 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 Proposal submittals. Staff recommends that the short list of four (4) firms below be approved by the Board for award of a Contract for “As Needed General Mowing and Ground Maintenance Services” with the Authority.

Short List of Recommended Firms (Listed Alphabetically)	Office Location
Coronado Lawn Service of FL, LLC	Myakka City, FL
Groundlevel, Inc.	Wauchula, FL
HVMI, LLC	North Port, FL
Sumner Land Management, LLC	Balm, FL

Background

The Authority has need to retain firms for As Needed General Mowing and Ground Maintenance Services to for the purpose of providing as-needed mowing and ground maintenance services on various Authority owned properties, including but not limited to, finish mowing, bush hog tractor mowing, embankment/slope mowing and general grounds maintenance services. Assignments under these contracts will typically be the work contemplated in the Authority’s budget for Land Management. Authority Customers have similar contractual arrangements often referred to as a “library”, or “as-needed” consultants.

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

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

- Establishes a maximum of \$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 5-year initial term, with two – one-year extensions if mutually agreeable.

The Authority solicited Requests for Proposals (RFP’s) for the As Needed General Mowing and Ground Maintenance Services and six (6) RFP’s were timely received on June 15, 2021 from the firms listed in alphabetical order below.

Firms Submitting RFP (Listed Alphabetically)	Office Location
*Coronado Lawn Service of FL, LLC	Myakka City, FL
*Groundlevel, Inc.	Wauchula, FL
*HVMI, LLC	North Port, FL
John Fideli Landscapes, LLC	Cape Coral, FL
*Sumner Land Management, LLC	Balm, FL
West Coast Mowing	Venice, FL

Asterisk (*) indicates firm on short list

All RFP’s were reviewed and evaluated in accordance with the Authority’s Procurement Policy based on criteria including: contractor qualifications and experience; contractor resources and equipment; fee schedule; contractor references; 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 the “As Needed General Mowing and Ground Maintenance Services.”

Supporting documents attached to this memorandum include:

- 1) Request for Proposals
- 2) Information Package for As Needed General Mowing and Ground Maintenance Services
- 3) Agreement form for As Needed General Mowing and Ground Maintenance Services
- 4) Professional Services Evaluation Committee Documents
- 5) Notice of Intended Decision

**NOTICE OF INTENDED DECISION FOR AWARD OF CONTRACTS -
AS-NEEDED GENERAL MOWING AND GROUND MAINTENANCE SERVICES**

Recommended Action -

Motion to approve list of firms and authorize the Executive Director to execute agreement for As-Needed General Mowing and Ground Maintenance Services with each respective firm contingent in review by Authority General Counsel.

Proposals were requested from consultants for the purpose of providing ‘General Mowing and Ground Maintenance Services’ in accordance with the Authority’s Procurement Policy. Six (6) proposals were timely received by the June 15, 2021 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 a continuing services contract for ‘As-Needed General Mowing and Ground Maintenance Services’ at the Authority Board Meeting on August 4, 2021.

Firms (listed alphabetically)	Office Location
Coronado Lawn Service of FL, LLC	Myakka City, FL
Groundlevel, Inc.	Wauchula, FL
HVMI, LLC	North Port, FL
Sumner Land Management, LLC	Balm, 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: July 2, 2021

Peace River Manasota Regional Water Supply Authority
 As Needed Mowing and Ground Maintenance Services
 PSEC Meeting: June 28, 2021 @ 9:00 am
 8998 SW CR 769, Arcadia, FL 34269

CONTRACTOR	Criteria					TOTAL	
	1 (30 points)	2 (25 points)	3 (25 points)	4 (15 points)	5 (5 points)	(100 points)	
* Coronado	25.25	22.75	21.75	15.0	4.5	89.25	2
* Groundlevel	23.25	18.25	18.00	14.0	4.0	77.50	4
* HVMi	29.50	24.75	23.25	14.75	5.0	97.25	1
John Fideli Landscaping	20.25	16.75	15.75	14.0	3.5	70.25	
* Sumner Land Management	26.25	21.50	19.75	14.75	3.0	85.25	3
West Coast Mowing	14.75	14.75	13.0	14.0	5.0	61.50	

Criteria:

- 1 Contractor Competence/Qualifications
- 2 Contractor Resources & Equipment
- 3 Fee Schedule
- 4 Contractor References
- 5 Office Proximity to Authority Service Area

Member Signatures:


 Chris Rogers, Project Manager III


 Sam Stone, Land & Environmental Services Manager


 Shalina Odegard, Environmental Specialist III


 Don Morton, Transmission Operator II

TAB B
Supporting Documentation, Service Agreement, Firm RFP Submittals (Electronic Format)

**PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY
REQUEST FOR PROPOSALS
for
GENERAL MOWING & GROUND MAINTENANCE SERVICES**

The Peace River Manasota Regional Water Supply Authority (“Authority”) is requesting proposals from any entity (“Contractors”) for the purpose of providing general mowing and ground maintenance services on various Authority owned properties, including but not limited to, finish mowing, bush hog tractor mowing, embankment/slope mowing and general grounds maintenance services.

Proposals shall be submitted in accordance with the information packet containing details of the proposal submittal requirements (“Information Package”), which 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 May 28, 2021. All responses to questions and addenda, if applicable, will be posted on the Authority website; however, it shall be the responsibility of the Contractor, prior to submitting a proposal, to review the Authority’s website to determine if any addenda were issued and to make such addenda a part of its proposal.

A mandatory meeting and site visit will be held on May 25, 2021 at 1:00 P.M. EST at the Peace River Water Treatment Facility, Training Room located at 8998 SW County Road 769, Arcadia, Florida, 34269. A prospective Contractor is required to have a representative attend the meeting and site visit in its entirety. A representative of the Prime Contractor does not include a subcontractor. Prospective Contractors are responsible for ensuring their presence is reflected on the Official Sign-In/Sign-Out Sheet at the mandatory meeting and site visit. Because the Authority considers such a meeting and site visit to be critical to understanding the Request for Proposals requirements, representation at the meeting and site visit in its entirety is mandatory to qualify as a Contractor. Proposals received from Contractors not represented on the Official Sign-In/Sign-Out sheet from the mandatory meeting and site visit will be rejected.

Contractor selection will be in accordance with the Information Package and the Authority’s Procurement Policy (adopted December 5, 2018 or latest revision), which Contractors are hereby placed on notice of and are considered to be on constructive notice of all provisions contained therein. A copy of the Authority’s Procurement Policy is available on the Authority’s website. Contractors desiring to provide these professional services to the Authority must submit six (6) paper copies and one (1) electronic PDF copy on a USB drive of their proposal 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 June 15, 2021:

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

Dated this 14th day of May 2021

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

PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY

**REQUEST FOR PROPOSALS
INFORMATION PACKAGE**

for

AS-NEEDED GENERAL MOWING AND GROUND MAINTENANCE SERVICES

The Peace River Manasota Regional Water Supply Authority (“Authority”) is requesting proposals from any entity (“Contractor(s)”) for the purpose of providing as-needed mowing and ground maintenance services on various Authority owned properties, including but not limited to, finish mowing, bush hog tractor mowing, embankment/slope mowing and general grounds maintenance 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 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 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 eighty (80) 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

As-needed mowing and ground maintenance services to be provided by Contractor to the Authority from time-to-time, generally consisting of (but not limited to): finish mowing, bush hog tractor mowing, embankment/slope mowing and general grounds maintenance services (“Mowing and Ground Maintenance Services”). Work will be assigned on a project specific basis and examples of specific services are included in Exhibit B.

GENERAL PROJECT SCHEDULE

<u>Milestone</u>	<u>Expected Date of Completion</u>
(1) Advertise for Contractor Proposals	05/14/2021
(2) Mandatory Pre-Submittal Meeting	05/25/2021
(3) Final Date for Questions	05/28/2021

- | | |
|--|------------|
| (4) Proposal Submittals Due to the Authority | 06/15/2021 |
| (5) PSEC ^(a) Meeting | 06/28/2021 |
| (6) Contractor Selection by the Authority Board of Directors | 08/04/2021 |

(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.

CONTRACTOR SELECTION PROCESS

The Authority intends to select multiple Contractors to provide as-needed Mowing and Ground Maintenance Services. Contractor 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 proposal of the successful Contractor will be incorporated into a written agreement in terms acceptable to the Authority at its absolute discretion. By submitting a proposal, Contractor agrees to all the terms and conditions of this Request for Proposals and those included in the Authority’s standard professional services contract. Questions and clarification related to this Request for Proposals or the Authority’s standard professional services contract, must be submitted to the Authority as described below.

After issuance of this Request for Proposals, prospective Contractors or their agents, representatives or persons acting at the request of such Contractor 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 Proposals 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 May 28, 2021. **Contractors are responsible to review the Authority’s website for the Authority’s responses to any questions timely submitted.**

PROPOSAL REQUIREMENTS

A proposal must (at minimum) include the following:

1. Legal name, address, phone number and email of Contractor;
2. List of Contractor’s partners/managers/sub-Contractors (if any) who would be utilized on Authority projects;
3. Principal office location(s) of Contractor and any proposed partners/sub-Contractors;
4. Legal form of company, i.e., partnership, corporation, joint venture (if joint venture, identify the members);

5. Copies of all current licenses, registrations, and certifications issued by federal, state, and local agencies, and any other licenses, registrations, or certificates from any other governmental entity with jurisdiction, allowing Contractor to perform the necessary work;
6. Identification of Contractor'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. Provide a list of equipment that is owned or leased by the Contractor intended to be used to complete the Scope of Services;
8. Description and examples of projects completed by Contractor relating to the services requested herein, including budget, approximate project start date(s) and completion time information;
9. Disclosure of whether Contractor or sub-Contractor(s) previously represented or 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 Contractor or sub-Contractor(s) is a) a party to, or b) directly or indirectly involved (e.g., retained for testimony and expertise on behalf of any other entity; subpoenaed; etc.) that is against the Authority or any of the Customers, 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 Contractor or sub-Contractor(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; and,
12. Name and contact information for at least three (3) references that are Florida public entities that have utilized services provided by Contractor similar to those required by this Request for Proposals.
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.
 - Exhibit A – Fee Schedules

Two or more Contractors may combine for the purpose of responding to this Request for Proposals provided that one Contractor is designated as the "Prime" Contractor and the other as a sub-Contractor and that the proposal was made without collusion and is in all respects, fair and in good faith.

The proposal shall be limited to no more than twenty (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.

Contractors desiring to provide these services to the Authority must submit six (6) paper copies and 1 electronic PDF copy on a USB drive of their proposal in accordance with the requirements

contained in the information package to:

Peace River Manasota Regional Water Supply Authority
Attn: Patrick J. Lehman, Executive Director
RFP: As-Needed Mowing and Ground Maintenance Services
9415 Town Center Parkway
Lakewood Ranch, Florida 34202
(941) 316-1776

A Contractor's proposal must be received no later than **2:00 p.m. Eastern Standard Time on June 15, 2021** at the above referenced address at which time and place the sealed proposals will be publicly opened. Proposals must be delivered by U.S. mail (postage prepaid), nationally recognized courier service, or by hand delivery. If proposals are sent via courier service, they must be placed in a sealed envelope properly identified within the courier package. It is the Contractor's responsibility to ensure that its proposal 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. Proposals that are incomplete, conditional, obscure, or do not conform to the requirements contained in this Request for Proposals may be rejected as nonresponsive at the sole discretion of the Authority. The Authority reserves the right to reject all responses and not grant any award resulting from this Request for Proposals. The Authority also reserves the right to waive nonmaterial irregularities and technicalities and to re-advertise for additional proposals. If awarded, no contract will be formed between the Contractor and the Authority until an agreement is executed by both parties.

Upon submittal of its proposal, the Contractor agrees to be bound by all terms and conditions of the Request for Proposals. Neither the Authority nor its representatives will be liable for any expenses incurred in connection with preparation of a response to this Request for Proposals.

PROPOSAL EVALUATION CRITERIA

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

Criteria	Weighting
1. Contractor Qualifications & Experience	30 points
2. Contractor Resources & Equipment	25 points
3. Fee Schedule	25 points
4. Contractor References	15 points
5. Office Proximity to Authority Service Area	5 points
TOTAL	100 points

SCRUTINIZED COMPANIES

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 that Boycott Israel List, or is engaged in a

boycott of Israel, 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 any amount.

Similarly, 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, 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. By submitting a proposal, Contractor must certify that it is not on the aforementioned lists.

PUBLIC ENTITY CRIMES

A person or an affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of 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 from the date of being placed on the convicted vendors list. Contractor shall submit with its proposal a properly executed and notarized Public Entity Crimes Statement, attached hereto.

DISCRIMINATORY VENDER LIST

An entity who has been placed on the discriminatory vendor list 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 or 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. By submitting a proposal to this solicitation, Contractor certifies that it is not on the discriminatory vender list.

CONFLICT OF INTEREST

All Contractors must disclose in their proposal the name of any officer, director, or agent who is also an employee of the Authority. Further, all Contractors must disclose the name of any employee of the Authority who owns, directly or indirectly, an interest in the Contractor's firm or any of its subsidiaries.

PARTICIPATION IN E-VERIFY SYSTEM

Every public employer, contractor, and subcontractor shall register with and use the E-Verify

System to verify the work authorization status of all newly hired employees. By submitting a proposal, Contractor certifies that it has registered for and will use the E-Verify System.

PROCUREMENT POLICY AND BID PROTESTS

Contractor is hereby placed on notice of the existence of the 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 Authority’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.

PUBLIC AVAILABILITY OF RECORDS

Once opened, all proposals will become the property of the Authority and, at the sole discretion of the Authority, may not be returned to Contractor. Any information, reports, or other materials given to, prepared, or submitted in response to this Request for Proposals will be subject to the provisions of the Public Records Act, Chapter 119, Florida Statutes. Any Contractor claiming that its proposal contains information that is exempt from Chapter 119, Florida Statutes, must clearly segregate and mark that specific information and provide the specific statutory citation for such exemption. Section 119.071(1)(b), Florida Statutes, exempts sealed proposals from inspection, examination, and duplication until such time as the Authority issues a notice of intended decision pursuant to Section 120.57(3)(a), Florida Statutes, or within thirty (30) days after the proposal opening, whichever comes first. This exemption is not waived by the public opening of the proposals. Any questions regarding the application of Chapter 119, Florida Statutes, to this Request for Proposal can be directed to the Authority’s public records custodian by telephone at (941) 316-1776, or by email at ALEE@REGIONALWATER.ORG, or 9415 Town Center Parkway, Lakewood Ranch, Florida 34202.

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

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

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

for _____
(Print name of entity submitting sworn statement)

whose business address is _____

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

2. I understand that a "public entity crime" as defined in Section 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid, proposal, reply, or contract for goods 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 Section 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in Section 287.133(1)(a), Florida Statutes, means:

a) A predecessor or successor of a person convicted of a public entity crime; OR

b) An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a "person" as defined in Section 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members and agents who are active in management of an entity.

6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. **(Indicate which statement applies.)**

___ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

___ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

___ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. **(Attach a copy of the Final Order.)**

I UNDERSTAND THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES, FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

(Signature) (Date)

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this ___ day of _____, 20__ by _____ as _____ 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)

EXHIBIT A
FEE SCHEDULE*

As-Needed Mowing & Ground Maintenance Services	Unit Cost	Year 1	Year 2	Year 3	Year 4	Year 5
Peace River Facility Finish Mowing & Ground Maintenance Services: Finish cut (4" height) mowing, string trimming, edging, herbicide and debris blowing	per cut					
Phase 1A Facility Finish Mowing & Ground Maintenance Services: Finish cut (4" height) mowing, string trimming, edging, herbicide and debris blowing	per cut					
Project Prairie Facility Finish Mowing & Ground Maintenance Services: Finish cut (4" height) mowing, string trimming, edging, herbicide and debris blowing	per cut					
General Finish Mowing: Finish cut (4" height) mowing	per acre					
Bush Hog Tractor Mowing: Bush Hog (6" height) mowing	per acre					
Specialized Slope Mowing: Slope Tractor and Mower (6" height) equipped for mowing embankments and other slopes of 3:1 or lesser slope	per acre					
Specialized Boom Mowing: Tractor with Boom Mower (6" height) equipped for mowing a 30' reach on embankments with slopes of 3:1 or greater slope	per hour					

Ancillary Grounds Maintenance Services**	Unit Cost	Year 1	Year 2	Year 3	Year 4	Year 5
String Trimming & Edging	per hour					
Landscape Trimming / Mulching	per hour					
Tree Trimming	per hour					
Weed Pulling	per hour					
Herbicide Application	per hour					
Fertilizer Application	per hour					
Pesticide Application	per hour					

* See Exhibit B for detailed summary of services and Exhibit C for map locations

**Rates shall include all labor, tools and consumables. Costs of herbicide, fertilizer & pesticide to be negotiated separately.

EXHIBIT B

EXAMPLES OF SERVICES FOR AS-NEEDED MOWING & GROUND MAINTENANCE SERVICES

Peace River Facility Mowing & Ground Maintenance Services

Mowing approximately 30.1 acres with a finish mower 4” in height around buildings, along public roads, swales, around water valves, water meters, electrical boxes, water system fixtures, wells and water tanks at the Peace River Facility. Weed control via string trimming, edging or herbicide, as appropriate, with each cut around buildings, landscape beds, water tanks, water valves, water meters, electrical boxes, water system fixtures, fences, and other areas inaccessible by mowers and blowing grass cuttings and debris from around facility buildings, roadways, parking lots, and sidewalks.

Phase 1A Facility Mowing & Ground Maintenance Services

Mowing approximately 1.50 acres with a finish mower 4” in height around buildings, along public roads, swales, around water valves, water meters, electrical boxes, water system fixtures, wells and water tanks at the Phase 1A Pump Station. Weed control via string trimming, edging or herbicide, as appropriate, with each cut around buildings, landscape beds, water tanks, water valves, water meters, electrical boxes, water system fixtures, fences, and other areas inaccessible by mowers and blowing grass cuttings and debris from around facility buildings, roadways, parking lots, and sidewalks.

Project Prairie Facility Mowing & Ground Maintenance Services

Mowing approximately 1.25 acres with a finish mower 4” in height around buildings, along public roads, swales, around water valves, water meters, electrical boxes, water system fixtures, wells and water tanks at the Project Prairie Pump Station. Weed control via string trimming, edging or herbicide, as appropriate, with each cut around buildings, landscape beds, water tanks, water valves, water meters, electrical boxes, water system fixtures, fences, and other areas inaccessible by mowers and blowing grass cuttings and debris from around facility buildings, roadways, parking lots, and sidewalks.

General Finish Mowing & Ancillary Ground Maintenance Services

Mowing with a finish mower 4” in height along fence lines, around buildings, along public roads, swales, around water valves, water meters, electrical boxes, water system fixtures, wells and water tanks. Weed control via string trimming, edging or herbicide, as appropriate, with each cut around buildings, landscape beds, water tanks, water valves, water meters, electrical boxes, water system fixtures, fences, and other areas inaccessible by mowers and blowing grass cuttings and debris from around facility buildings, roadways, parking lots, and sidewalks. Trim, weed, and mulch existing flower beds with each cut near buildings, water system fixtures and facilities. Periodic tree trimming and application of pesticide and/or fertilizer as directed under separate work orders.

Bush Hog Tractor Mowing & Ancillary Ground Maintenance Services

Mowing at 6” in height pastures, fence lines and pipeline rights-of-way utilizing a normal bush hog mower. Mowing around water valves, water meters, electrical boxes and other water system fixtures. Weed control via string trimming or herbicide, as appropriate, with each cut around water valves, water meters, electrical boxes, and water system fixtures and fences. Periodic tree trimming and application of pesticide and/or fertilizer as directed under separate work orders.

Specialized Slope Mowing: Embankment Mowing & Ancillary Ground Maintenance Services

Mowing at 6” in height embankments with slopes of 3:1 or less (4:1 or 5:1 slopes). Mowing of swales and embankments that cannot be achieved without use of specialized tractor drawn mowing equipment. Mowing around water valves, water meters, electrical boxes and other water system fixtures. Must utilize equipment designed for safe operation on above indicated slopes, and which prevent damage such as gouging, rutting, sloughing or removal of turf from embankment or sloped surfaces. String trimming with each cut along fence lines and next to storm water conveyance structures. Periodic application of pesticide and/or fertilizer as directed under separate work orders.

Specialized Boom Mowing: Boom Arm Mowing & Ancillary Ground Maintenance Services

Mowing at 6” in height embankments with slopes of 3:1 or greater (2:1 or 1:1 slopes). Mowing of ditch banks and bottoms and other areas that cannot be achieved without use of specialized tractor equipped with boom arm mowing equipment. Mowing around water valves, water meters, electrical boxes and other water system fixtures. Must utilize equipment designed for safe operation on above indicated slopes, and which prevent damage such as gouging, rutting, sloughing or removal of turf from embankment or sloped surfaces. String trimming with each cut along fence lines and next to storm water conveyance structures. Periodic application of pesticide and/or fertilizer as directed under separate work orders.

EXHIBIT C

EXAMPLES OF SERVICE SITES FOR AS-NEEDED MOWING & GROUND MAINTENANCE SERVICES

PEACE RIVER FACILITY MOWING



PHASE 1A FACILITY MOWING



PROJECT PRAIRIE FACILITY MOWING



SPECIALIZED SLOPE MOWING



SPECIALIZED BOOM MOWING



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

The Agreement is made this 1st day of December, 2021 (“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 “Contractor”, whose address is _____. Authority and Contractor 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 owns or controls various properties and easements in DeSoto, Charlotte, Manatee and Sarasota Counties; and

WHEREAS, the Authority desires to retain a Contractor to provide As-Needed Mowing and Ground Maintenance Services, hereinafter defined, that may include but are not limited to: finish mowing, bush hog tractor mowing, embankment/slope mowing and general grounds maintenance services; and

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

WHEREAS, Contractor desires to render As-Needed Mowing and Ground Maintenance 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 Mowing and Ground Maintenance Services” – Mowing and ground maintenance services to be provided by Contractor to the Authority from time-to-time, generally consisting of (but not limited to): finish mowing, bush hog tractor mowing, embankment/slope mowing and general grounds maintenance services.
- C. “Fee Schedule” – Schedule showing billing rates for Contractor’s various personnel classifications, equipment and specific tasks that serves as a basis for budget development on tasks within the Scope of Services, and which is included as Exhibit “B” in the Agreement.
- D. “Scope of Services” – Specific tasks and duties to be conducted by Contractor within a pre-determined timeframe for a specified fee to meet a defined objective, collectively comprising a Work Order and also known as the “Project”.
- E. “System” – All real property, interest in real property, fixtures, personal property, wells, buildings, treatment systems, pumps, pipelines, storage facilities, reservoirs, aquifer storage and recovery facilities and appurtenant or associated facilities of the Authority used in the storage, treatment and delivery of water to Authority customers.

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

SECTION 2. ENGAGEMENT OF CONTRACTOR

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

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

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

Authority. In addition to the services set forth in individual Work Orders, the Contractor shall perform the following:

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

performed by a certified public accountant selected and paid for by the Authority. Contractor shall make all documents and data available to the Authority or its designated auditor. Contractor may have the audit reviewed by Contractor's auditor at Contractor's expense.

- H. Work Orders issued in accordance with this Agreement are limited to projects in which the estimated construction cost of each individual project under the contract does not exceed \$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 purchased 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(s) 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-contractors, key personnel and systems pertinent to Contractor's services. Notwithstanding, this Paragraph A. may not be amended by a Work Order.

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

SECTION 5. TIME OF PERFORMANCE

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

SECTION 6. COMPENSATION

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

- A. Compensation for each Work Order 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(s) 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 Contractor and the Authority and provided for in the

Scope of Services. Final payments in all cases will be subject to successful completion of a Work Order and the Authority's acceptance of tasks and project schedule, in accordance with the terms of this Agreement and the Work Order. The Fee Schedule(s) in Exhibit "B" may be adjusted based upon written approval by the Executive Director.

- B. The fair and reasonable expenses of the Contractor necessarily incurred in the performance of the duties herein described and agreed to by the Authority shall, upon proper invoice and detail, be paid by the Authority, at actual cost with no mark-up. The Authority shall also pay out-of-pocket expenses, at actual cost with no mark-up, incurred by Contractor 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 Contractor 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. Contractor shall prepare and submit to the Authority's Executive Director for approval monthly invoices for the services rendered and expenses incurred pursuant to completion of each Work Order. All invoices shall be on a calendar month basis. Invoices must be submitted to the Executive Director, 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 Section 6, Paragraph A from the date when the invoice is stamped as received by the Authority unless payment is not approved by the Executive Director pursuant to Section 6, 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 Contractor for failure to perform services in accordance with the provisions of the Agreement and Work Order and the Authority shall promptly notify Contractor if any invoice or report is found to be unacceptable and will specify the reasons therefore.
- E. Contractor shall have the right to suspend services under the Agreement if an invoice becomes delinquent. "Delinquent" shall be defined as an invoice not being paid within sixty (60) days from receipt thereof by the Authority. Contractor's right to suspend services does not become effective if the Authority has withheld payment of an invoice for cause.
- F. Disputes regarding a monthly invoice and/or report shall be resolved pursuant to Section 218.76(2), Florida Statutes, as may be amended.
- G. The Authority may, in addition to other remedies available at law or equity, retain such monies from amounts due Contractor as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against the Authority. The Authority may set off any liability or other obligation of the Contractor or its affiliates to the Authority against any payments due the Contractor under any agreement with the Authority.

SECTION 7. AGREEMENT DOCUMENTS

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

- A. Contractor's _____, 2021 Competitive Proposal, 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, Contractor 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 Contractor 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 Contractor 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 Contractor 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 Section 8, Paragraph A above, shall be

maintained by Contractor 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. Contractor 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. Contractor 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 Contractor by the Authority shall be made at the risk of the Authority and made without liability to Contractor. 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 Contractor in connection with a Work Order shall bear the certification of a person in the full employment of Contractor or duly retained by Contractor, and duly licensed and with current registration in the State of Florida in the appropriate professional category.
- E. Contractor 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 Contractor. The Authority shall have the right to publish, distribute,

disclose and otherwise use any material prepared by Contractor 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 Contractor, 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, Contractor 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 Contractor is entitled.
- G. Contractor 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. Contractor 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 Contractor shall (1) keep and maintain public records that ordinarily and necessarily would be required by the Authority in order to perform the service; (2) provide the public with access to public records on the same terms and conditions that the Authority would provide the records and at a cost that

does not exceed the cost provided by law; (3) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and (4) meet all requirements for retaining public records and transfer, at no cost to the Authority, all public records in possession of the Contractor 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. Contractor agrees to include the above provision in all agreements with subcontractors that are related to the Contractor's performance under this Agreement, and to which the provisions of Chapter

119, Florida Statutes, also apply. Contractor shall also notify the Authority within forty-eight (48) hours of receipt of a public records request under Chapter 119, Florida Statutes.

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

SECTION 9. STANDARD OF PERFORMANCE

Contractor 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. CONTRACTOR'S ACKNOWLEDGEMENTS AND REPRESENTATIONS

Contractor acknowledges and explicitly represents to the Authority the following:

- A. Contractor is duly authorized to conduct business in the State of Florida.
- B. In connection with the services to be performed under the Agreement, Contractor will abide by and assist the Authority in satisfying all applicable federal, state and local laws, rules, regulations and guidelines (including but not limited to the Americans with Disabilities

Act) relative to performance under this Agreement. Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, handicap, disability, marital status or national origin. Contractor will obtain and maintain all permits and licenses necessary for its performance under this Agreement.

C. Contractor recognizes that:

1. Authority is contractually obligated to furnish potable water to the Authority's customers who have an immediate need for such water;
2. 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 Contractor coordinate the Project with other ongoing projects by the Authority;
4. During the construction associated with any assigned Work Order, Contractor shall coordinate Work Order tasks with 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. Contractor has familiarized itself with the nature and extent of the Agreement, services expected to be performed under the Agreement, and federal, state and local laws, statutes, rules, regulations, ordinances, orders and decisions, that may affect Contractor's performance of the Agreement.

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

the Agreement or information or data, and the written resolution thereof by the Authority is acceptable to Contractor.

- F. Contractor shall obtain and review all information and data that relates to each Work Order or which Contractor 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 Contractor's services provided pursuant to the Agreement.
- G. Contractor recognizes and acknowledges that the time for the performance of each Work Order is of the essence in the Agreement.

SECTION 11. SUSPENSION OF PROJECT – EXTRA SERVICES

- A. The Authority shall have the absolute right to terminate or suspend any Work Order, 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 Contractor is of the opinion that any service the Authority directs it to perform substantially increases the services of Contractor beyond the original Scope of Services of the Work Order ("Extra Services"), Contractor shall, within ten (10) days of such direction, notify the Authority in writing of this opinion. The Authority shall, within twenty (20) days after receipt of such notification, fairly judge as to whether or not such service in fact increases the services of Contractor beyond the Scope of Services in the Agreement and constitutes Extra Services. If the Authority determines such service does constitute Extra

Services, it shall provide extra compensation to Contractor negotiated by the Authority and Contractor based upon the provisions of Section 6 above.

- C. In the event a Work Order project is entirely or partly suspended, delayed, or otherwise hindered by any cause whatsoever, Contractor shall make no claims for additional compensation or damages owing to such suspensions, delays or hindrances. Such suspensions, delays or hindrances may only be compensated for by an extension of time 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, Contractor 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 Contractor to take whatever action is necessary, in the opinion of the Authority, to put the Work Order back on schedule. Such action shall not constitute Extra Services unless the delays were caused by circumstances beyond the control of Contractor or its agents, employees or subcontractors.
- E. In the event of claims by others against the Authority in connection with work being conducted under a Work Order, the Contractor shall provide to the Authority such technical assistance that the Authority may request. Such assistance shall constitute Extra Services, unless such claims are caused by the failure of Contractor, its agents, employees, or subcontractors to comply with the terms and conditions of the Agreement or otherwise perform their duties under this Agreement or a Work Order.

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

SECTION 12. SUBCONTRACTORS

Contractor 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. Contractor shall be solely responsible for the employment, direction, supervision, compensation and control of any and all subcontractors, experts or other persons employed by Contractor. Contractor shall cause all subcontractors, experts or other persons employed by Contractor 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. Contractor shall not permit any subcontractor, supplier or other person or organization to perform work or services unless such subcontractor, supplier or other person or organization has complied with the workers' compensation insurance requirements contained in Section 14 herein. Nothing in this Agreement shall be construed to create, or be implied to create, any relationship between the Authority and any subcontractor of the Contractor.

SECTION 13. INDEPENDENT CONTRACTOR

Neither the Authority nor any of its employees shall have any control over the conduct of Contractor or any of Contractor's employees, subcontractors or agents, except as herein set forth, and Contractor expressly warrants not to represent at any time or in any manner that Contractor or Contractor's agents, subcontractors or employees are in any manner agents, subcontractors or employees of the Authority. It is understood and agreed that Contractor is, and shall at all times remain as to the Authority, a wholly independent contractor and that Contractor's obligations to the Authority are solely as prescribed by the Agreement. 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 Contractor must maintain during the entire term of this Agreement, insurance in the following kinds and amounts with a company or companies authorized to do business in the State of Florida and shall not commence work under this Agreement until the Authority has received an acceptable certificate of insurance showing evidence of such coverage.
- B. The amounts and types of insurance shall be appropriate for the services being performed by the Contractor, its employees or agents and must conform to the following minimum requirements:
1. Workers' Compensation. Coverage must apply for all employees and 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. Contractor(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.
- C. Contractor must deliver to the Authority Certificates of Insurance evidencing the insurance coverage specified in this Section 14 prior to commencing work under the Agreement. The required Certificates of Insurance not only shall name types of policies provided but also shall refer specifically to the Agreement.
- D. Insurance coverage shall be placed with insurers or self-insurance funds, satisfactory to the Authority, licensed to do business in the State of Florida and with a resident agent designated for the service of process. Contractor shall provide the Authority with financial information concerning any self-insurance fund insuring Contractor. At the Authority's option, Self-Insurance Fund financial information may be waived.
- E. All the policies of insurance so required of Contractor, except workers' compensation 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 Contractor shall

be considered primary, and all other insurance shall be considered excess. The cross liability clause does not increase the limits of liability or aggregate limits of the policy.

- F. Deductible and self-insured retention amounts shall be subject to approval by the Authority, which approval shall not be unreasonably withheld. Contractor is responsible for the amount of any deductibles or self-insured retentions.
- G. Approval of the insurance by the Authority shall not relieve or decrease the liability of Contractor hereunder. Contractor acknowledges and agrees the Authority does not in any way represent the insurance (or the limits of insurance) specified in this Section 14 is sufficient or adequate to protect Contractor's interests or liabilities, but are merely minimums.
- H. All of the policies of insurance required to be purchased and maintained (or the certificates or other evidence thereof) shall contain a provision or endorsement that the coverage afforded will not be cancelled, materially changed, or renewal refused, until at least thirty (30) days prior written notice has been given to the Authority and Contractor by certified mail. Contractor shall give notice to the Authority within twenty-four (24) hours of any oral or written notice of adverse change, non-renewal or cancellation. If the initial insurance expires prior to completion of the work, renewal Certificates of Insurance shall be furnished thirty (30) days prior to the date of their expiration.
- I. All insurance required hereunder shall remain in full force and effect until final payment and at all times thereafter when Contractor may be providing services to correct, remove or replace defective work.
- J. If applicable, 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. Contractor shall, upon request by the Authority, deliver to the Authority a copy of each insurance policy purchased by Contractor.
- 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 Contractors, directors, officers, employees, representatives or agents. Nothing contained in these insurance requirements is to be construed as limiting the liability of Contractor or Contractor's insurance carriers.
- M. The commercial (occurrence form) or comprehensive general liability (occurrence form) insurance shall include contractual liability insurance applicable to all of the Contractor's obligations under the Agreement, including any indemnity or hold harmless provision.
- N. Contractor shall be responsible for ensuring all of its subcontractors, suppliers and other persons or organizations working for Contractor 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

Contractor agrees to indemnify and hold harmless the Authority, and its directors, officers and employees from liabilities, damages, losses, and costs, either at law or in equity, including but not limited to, reasonable attorney fees and costs and attorney fees and costs on appeal, caused or incurred, in whole or in part, as a result of any act or omission or any intentional wrongful conduct of Contractor, its agents, employees, subcontractors or any other persons employed or utilized by the Contractor in performance of the Agreement or any Work Order. The execution of the Agreement by Contractor shall obligate Contractor 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 Contractor and its successors or assignees.

SECTION 16. TERM OF AGREEMENT

The term of this Agreement is for a period of five (5) 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 Contractor. Termination will be effective on the date provided in the notice. In the event of termination under this section, the Contractor shall be entitled to compensation for all services provided to the Authority up to the date of termination, which are within the Scope of Services as provided in the Work Order, and are allowed under this Agreement. If the Agreement is so terminated, Contractor must promptly deliver to the Authority copies of all then completed deliverable items and all tracings, drawings, survey notes and other documents that directly support the deliverables prepared by Contractor.
- B. In the event the Agreement should be terminated by Authority or Contractor, the duties and obligations of Contractor under the following provisions shall survive termination and continue in full force and effect:

1. Section 3(G) and 11(F), regarding Audits;
2. Section 8, regarding 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 Contractor has failed to comply. In addition, the initiation, either by Contractor or against Contractor, of proceedings in bankruptcy, or other proceedings for relief under any law for the relief of debtors, or Contractor becoming insolvent, admitting in writing its inability to pay its debts as the debts mature or making an assignment for the benefit of creditors shall constitute a default by Contractor entitling the Authority to terminate this Agreement as set forth above. The Parties agree that this Agreement is an executory contract. If, after termination by the Authority, it is determined that the Contractor was not in default, or that the default was excusable, the rights and

obligations of the Parties shall be the same as if the termination had been issued for the convenience of the Authority. The rights and remedies in this provision are in addition to any other rights and remedies provided by law or this Agreement.

B. Unless specifically waived by the Authority, the Contractor's failure to timely comply with any obligation in this Agreement or Work Order shall be deemed a breach of this Agreement and the expenses and costs incurred by the Authority, including attorney fees and costs, and attorney fees and costs on appeal, due to said breach shall be borne by the Contractor. Additionally, the Authority shall not be limited 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 Contractor'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

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

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

- A. Contractor certifies that wage rates and other factual unit costs included in the Fee Schedule are accurate, complete and current 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 Contractor under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for Category Two, for a period of thirty-six (36) months following the date of being placed on the convicted vendor list. By signing this Agreement, Contractor warrants that it is not currently on a suspended vendor list and that it has not been placed on a convicted vendor list in the past thirty-six (36) months. Contractor further agrees to notify the Authority within three (3) days of placement on either of these lists. Contractor agrees to include this provision in all subcontracts and require the Public Entity Crimes Statement Form for all subcontracts and lower tier agreements executed to support the Contractor's work under this Agreement.

SECTION 22. SUCCESSORS AND ASSIGNS

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

SECTION 23. FORCE MAJEURE

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

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 Contractor shall fully perform the Work Order in accordance with the Authority's written instructions. The Contractor is under a duty to seek clarification and resolution of any issue, discrepancy, or dispute by submitting a formal request for 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. Contractor 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

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

opportunity to decide whether or not the Contractor will decline the employment opportunity or will accept the employment opportunity and terminate this Agreement.

SECTION 28. 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. Additionally, 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 that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel, 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 any amount. By signing this Agreement, Contractor certifies that it is not currently on any of the aforementioned lists and agrees to notify the Authority if placement on any of the lists occurs. If Contractor submits a false certification, the Authority may terminate this Agreement and bring a civil action against the Contractor, 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.

SECTION 29. DISCRIMINATORY VENDER LIST

Pursuant to Subsection 287.134(2)(a) and (3)(a), Florida Statutes, an entity or affiliate who has

been placed on the discriminatory vendor list 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 or 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. By execution of this Agreement, Contractor certifies that it is not on the discriminatory vendor list.

SECTION 30. CONFLICT OF INTEREST

This Agreement is subject to the provisions of Chapter 112, Part III, Florida Statutes, as amended, governing conflicts of interest. By execution of this Agreement, Contractor certifies that it has disclosed to the Authority the name of any officer, director, or agent who is also an employee of the Authority, and the name of any employee of the Authority who owns, directly or indirectly, an interest in the Contractor's firm or any of its subsidiaries.

SECTION 31. 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: Executive Director

If to the Contractor:

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

SECTION 32. EXTENT OF AGREEMENT

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

SECTION 33. PARTICIPATION IN E-VERIFY SYSTEM

Contractor and its subconsultants/contractors warrant compliance with all federal immigration laws and regulations that relate to their employees. Contractor agrees and acknowledges that the Authority is a public employer that is subject to the E-Verify requirements as set forth in Section 448.095, Florida Statutes, and that the provisions thereof apply to this Agreement. Notwithstanding the provisions of SECTION 17., TERMINATION OF AGREEMENT BY THE AUTHORITY/SURVIVAL, or SECTION 18., DEFAULT/REMEDIES herein, if the Authority has a good faith belief that Contractor or its subconsultants/contractors have knowingly hired,

recruited, or referred an alien who is not duly authorized to work by the immigration laws or the Attorney General of the United States for employment under this Agreement, the Authority shall terminate this Agreement. Contractor shall be liable for any additional costs incurred by the Authority as a result of the termination of this Agreement based on the failure of Contractor or its subconsultants/contractors to comply with the E-Verify requirements referenced herein.

SECTION 34. AMENDMENTS

This Agreement may be amended from time to time provided the Authority and the Contractor 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 35. 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 36. 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.

PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY

Hon. Alan Maio
Sarasota County

Hon. Elton A. Langford
DeSoto County

Hon. Bill Truex
Charlotte County

Hon. George Kruse
Manatee County

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

**Request for Proposal: As Needed General Mowing and Ground Maintenance
Services**

Memorandum - Addendum 1

May 26, 2021

Attached please find the sign in sheet and presentation materials from the Mandatory Pre-Submittal Meeting held at the Peace River Facility on May 25, 2021 for the As Needed General Mowing and Ground Maintenance Services Request for Proposal.

PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY

DATE: Tuesday, May 25, 2021

Meeting for: Mowing Services

NAME	COMPANY	PHONE	EMAIL
Aaron Lookhoff	HUMI LLC	941 240 8907	HUMI.Aaron.Lookhoff@gmail.com
Travis Johnson	HUMI LLC	941-240-8907	HUMI.TravisJohnson@gmail.com
John Fideli	John Fideli Landscapes	239-258-6126	JFideli@landscapesllc.com
Dave Pugh	AP Environmental	863 444 8045	dave@aperllc.com
Offo	Coronado Lawn	941 592 2434	landscap@coronado@yahoocom
Glen Keller	WCM	941 809-3638	wcmow196@yahoo.com
Joe Sumner	Sumner Land Mgmt	813-323-4978	sumnerlandmanagement@gmail.com
Taylor Lance	GroundLevel Inc	803-449-9246	lidsqli@gliearth.com



1

Facility and Pipeline Mowing

AS-NEEDED CONTRACTED SERVICES:

- Now a **Five year** contract with up to two (2) optional 1-year extensions
- Contractors must acknowledge the Authority is a public employer that is subject to the E-Verify requirements
- All Liability and WC Insurance requirements must be met
- No guaranteed minimum annual income
- Work will be assigned on a project specific basis through issuance of work orders
- No cumulative annual or lifetime ceiling limits

2

Facility and Pipeline Mowing

SEVEN CATAGORIES of SERVICES:

- Complete Peace River Facility and Grounds Finish Mowing and Grounds Maintenance (per cut)
- Complete Phase 1A Facility & Grounds Finish Mowing and Grounds Maintenance (per cut)
- Complete Project Prairie Facility & Grounds Finish Mowing and Grounds Maintenance (per cut)
- General Finish Mowing & Grounds Maintenance (per acre)
- General Bush Hog Tractor Mowing & Grounds Maintenance (per acre)
- Specialized Mowing – Embankment Slope Mowing & Grounds Maintenance (per acre)
- Specialized Mowing – Embankment Boom Mowing & Grounds Maintenance (per hour)

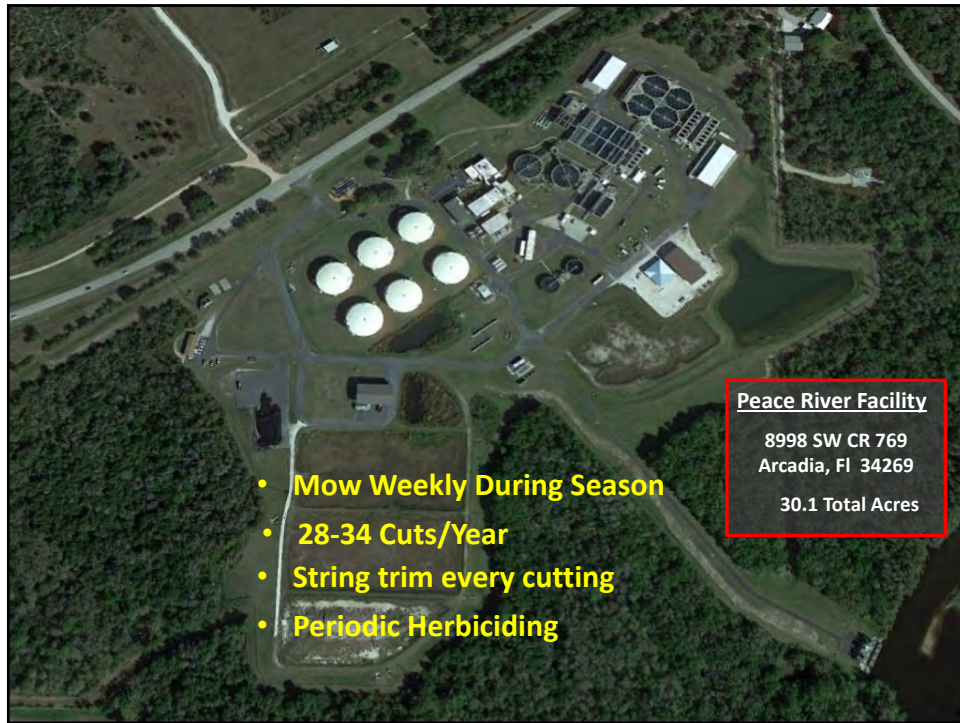
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PEACE RIVER FACILITY – FINISH MOWING

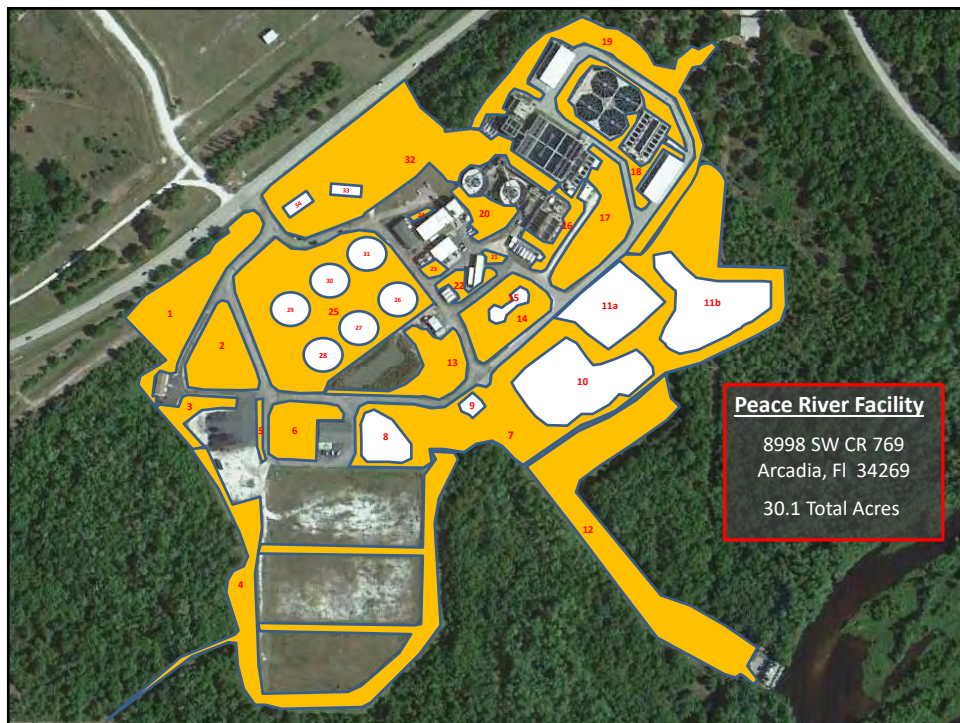
- 4" Cut finish mow
- String Trimming
- Herbiciding
- Debris blowing
- Edging

Annual Landscape Trimming and Mulching work paid separately
(These Activities are NOT Part of the per cut costs)

4



5



6

PHASE 1A FACILITY – FINISH MOWING



- 4" Cut finish mow
- String Trimming
- Herbiciding
- Debris blowing
- Edging

Annual Landscape Trimming and Mulching work paid separately
(These Activities are NOT Part of the per cut costs)

7

PHASE 1A FACILITY – FINISH MOWING



US Hwy 17

Phase 1A Tank Site
27587 Disston Ave
Punta Gorda, FL 33982
1.25 Total Acres

- Mow Weekly during Season
- 24 - 30 Cuts per year

8

PROJECT PRAIRIE – FINISH MOWING

- 4" Cut finish mow
- String Trimming
- Herbiciding
- Debris blowing
- Edging

Annual Landscape Trimming and Mulching work paid separately
(These Activities are NOT Part of the per cut costs)

Google Earth

DeSoto County
Charlotte County
Highway 17

9

PROJECT PRAIRIE – FINISH MOWING

US Hwy 17
Enterprise Drive


Retention Pond

Project Prairie Tank Site
6925 SW Enterprise Drive
Arcadia, Florida
1.50 Total Acres

- 24 - 30 Cuts per year
- Mow Weekly during Season

10

SPECIALIZED MOWING



- 3 : 1 Slopes or Flatter
- 3 : 1 Slopes or Steeper

SLOPE MOWER / BOOM MOWER

11

SPECIALIZED "SLOPE" MOWER



12


SPECIALIZED MOWING Reservoir 2 – Slope Mowing



- Mow Weekly During Season
- 24-28 Cuts/Year
- No herbicide on slopes
- String trim every cutting

13

SPECIALIZED MOWING Reservoir 2 – Slope Mowing



■ Embankment - 52 ac

■ Inside Perimeter Road - 8 ac

14

SPECIALIZED MOWING

Reservoir 1 – Slope Mowing



Res 1 - Slope Mowing - 2.1 ac

- Mow 1 to 2 times / month
- 12-16 Cuts/Year
- No herbicide on slopes
- String trim every cutting

15

SPECIALIZED “BOOM” MOWER



16

SPECIALIZED MOWING

Reservoir 1 – Boom Mowing




Res 1 - Boom Mowing - 2.1 ac

- Mow 1 to 2 times / month
- 12-16 Cuts/Year
- No herbicide on slopes
- String trim every cutting

17

SPECIALIZED MOWING

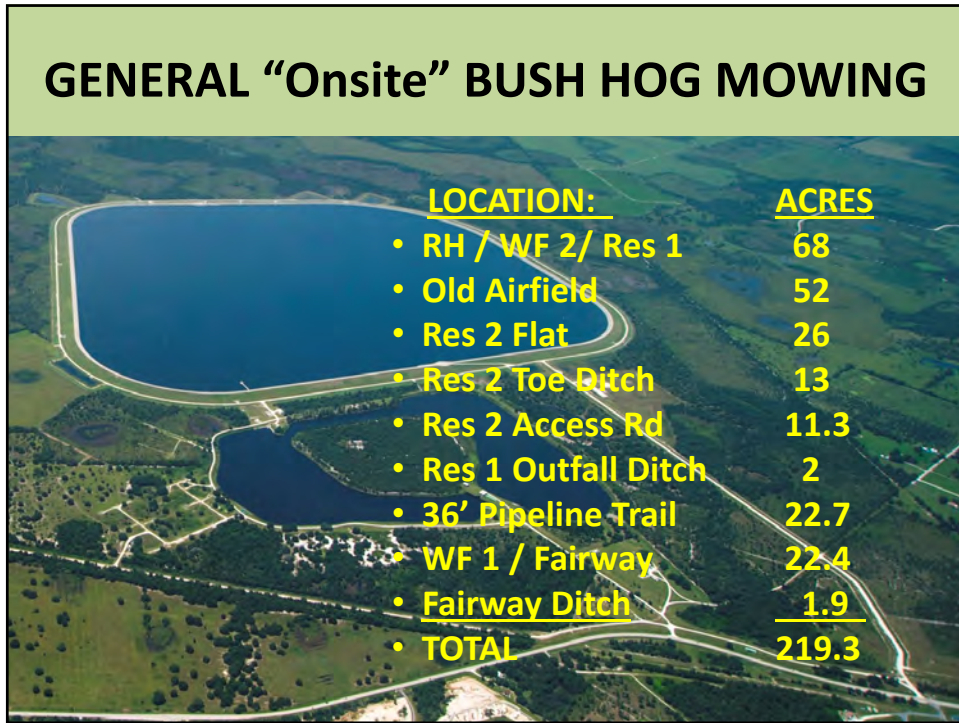
Reservoir 1 – Slope & Boom Mowing



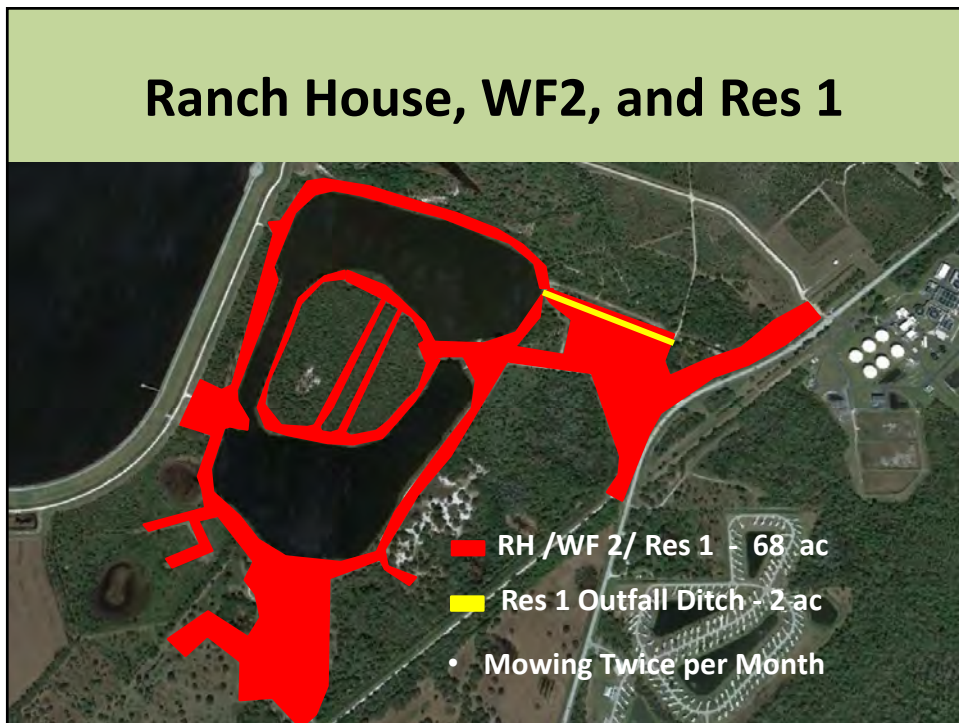
Legend:

- Slope Mowing – 3.93 ac
- Boom Mowing – 2.10 ac
- Future Area

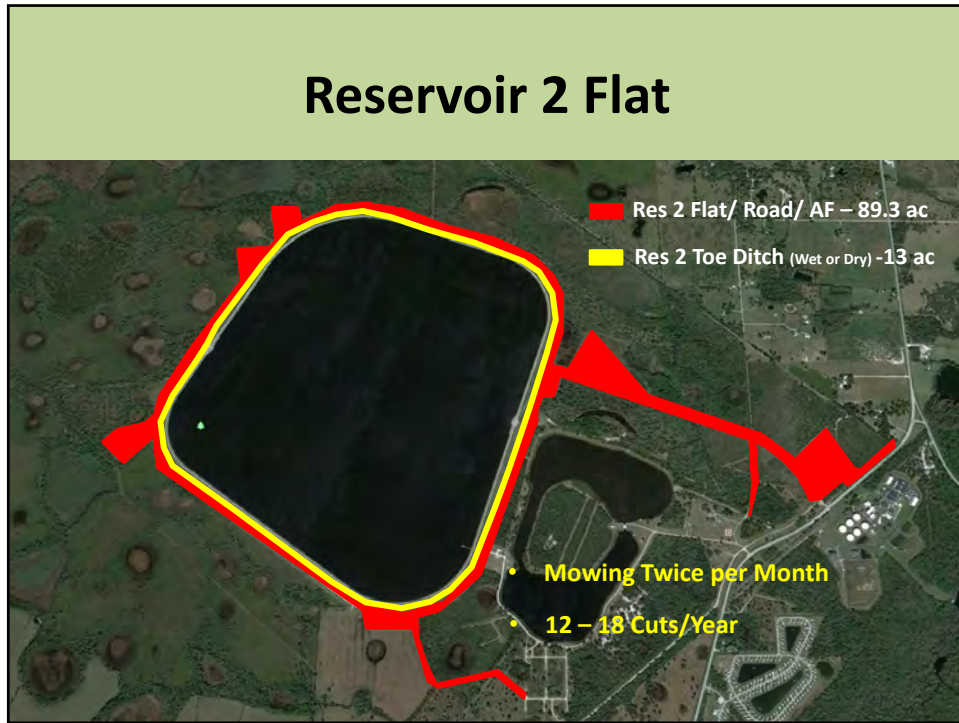
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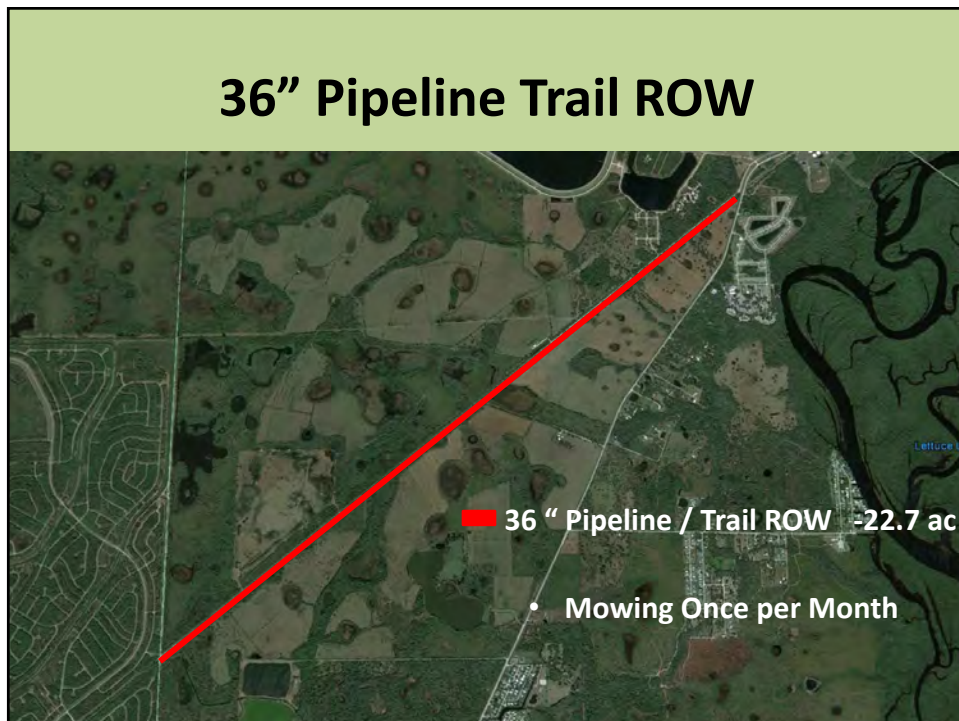
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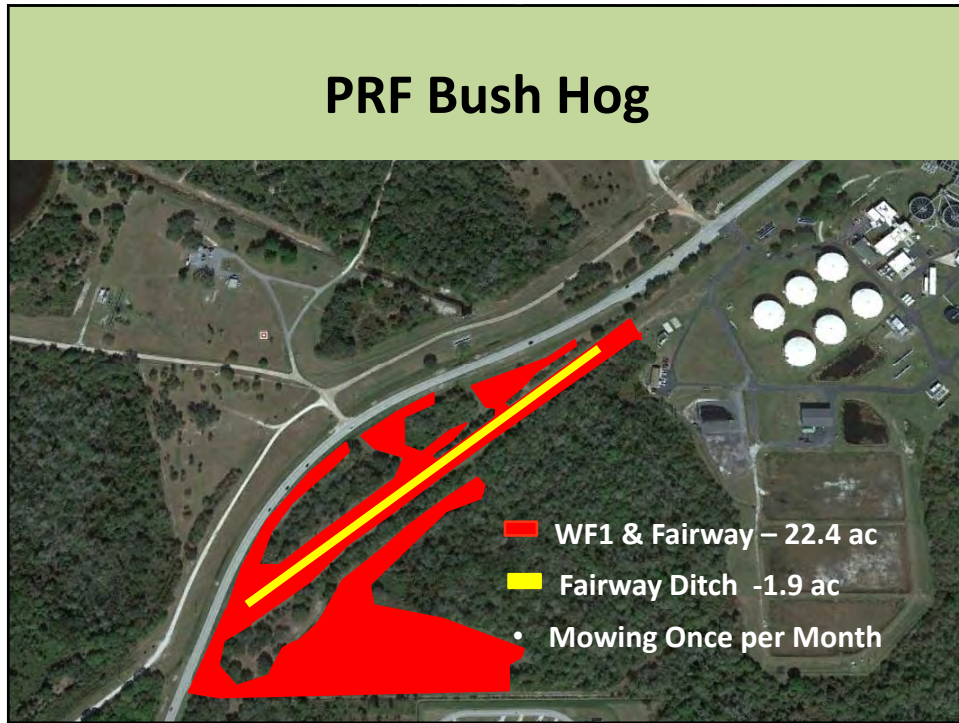
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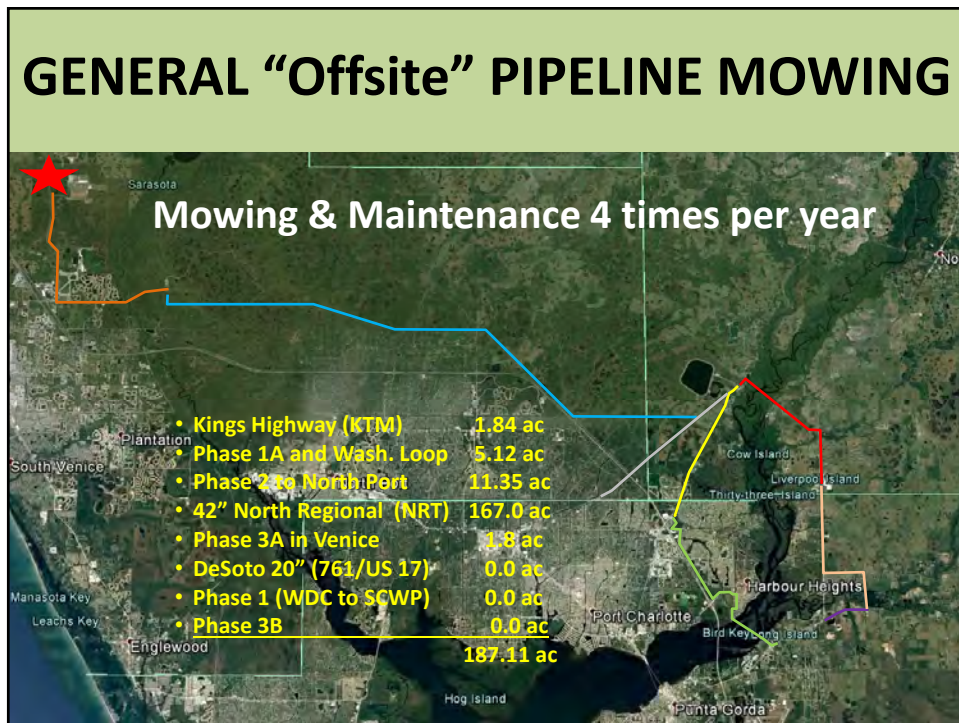
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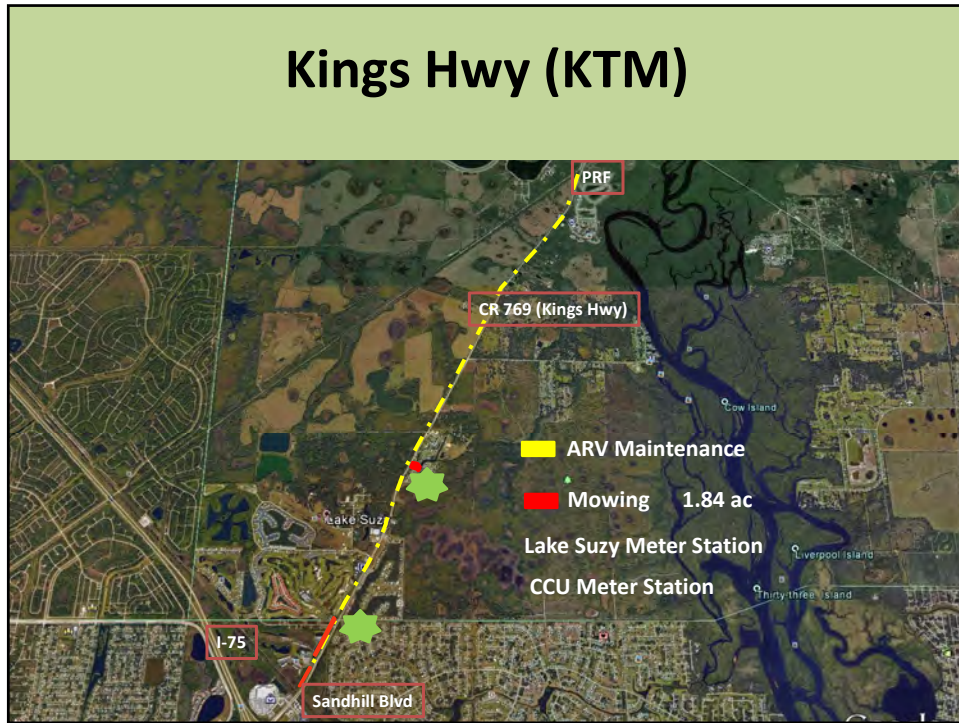
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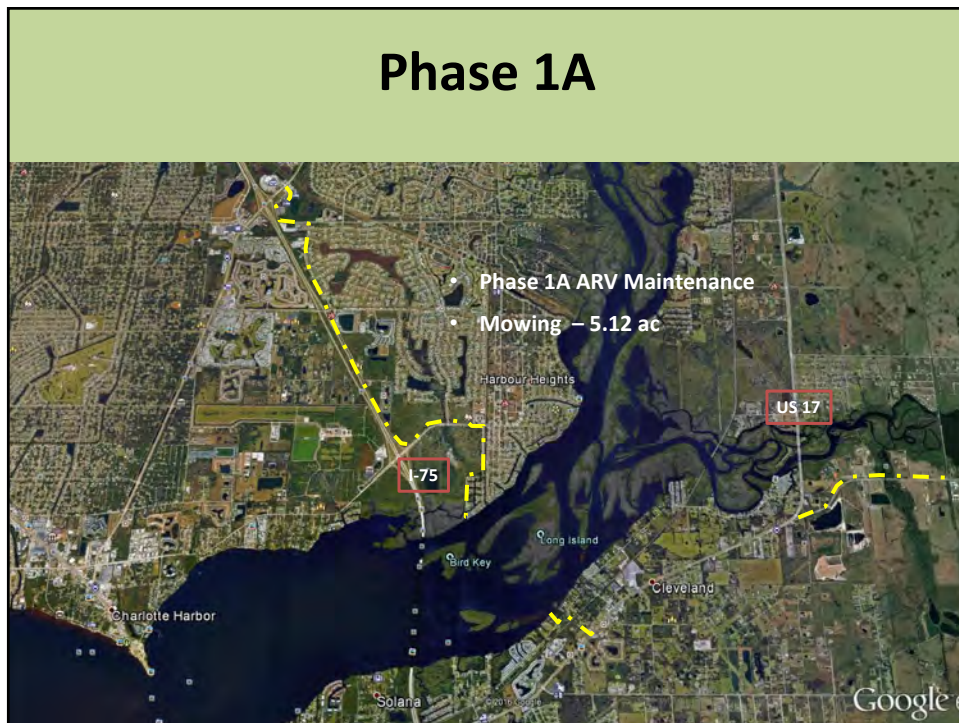
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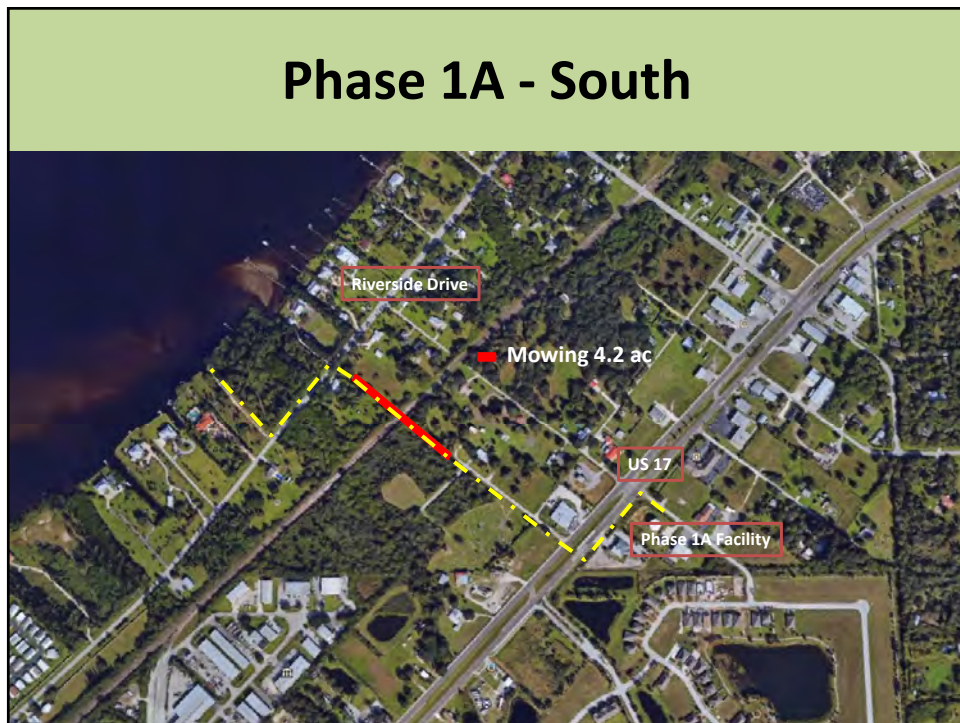
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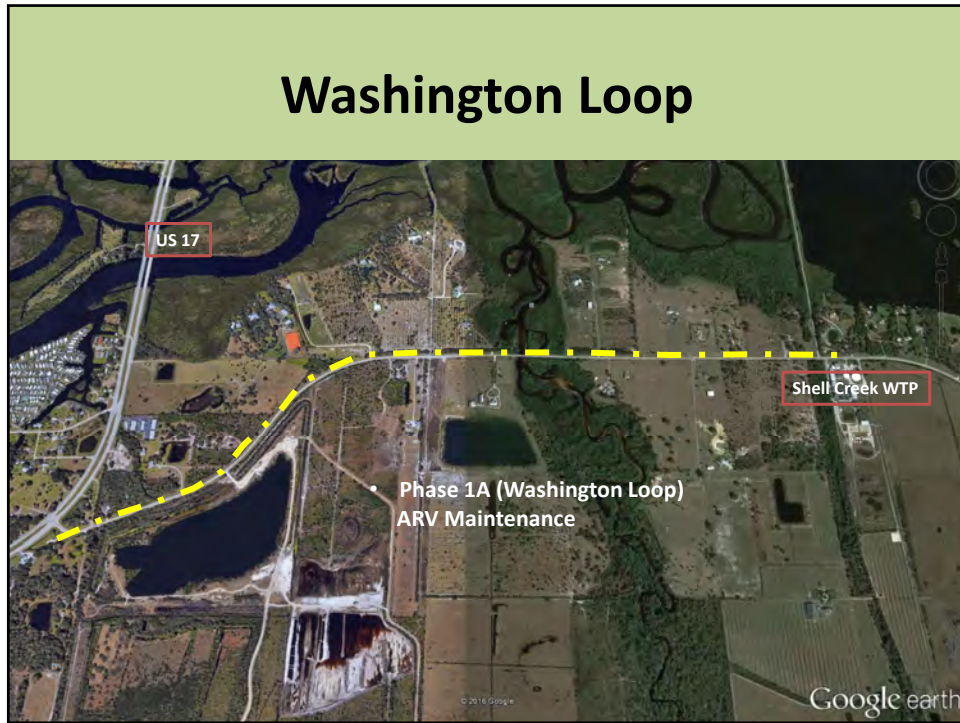
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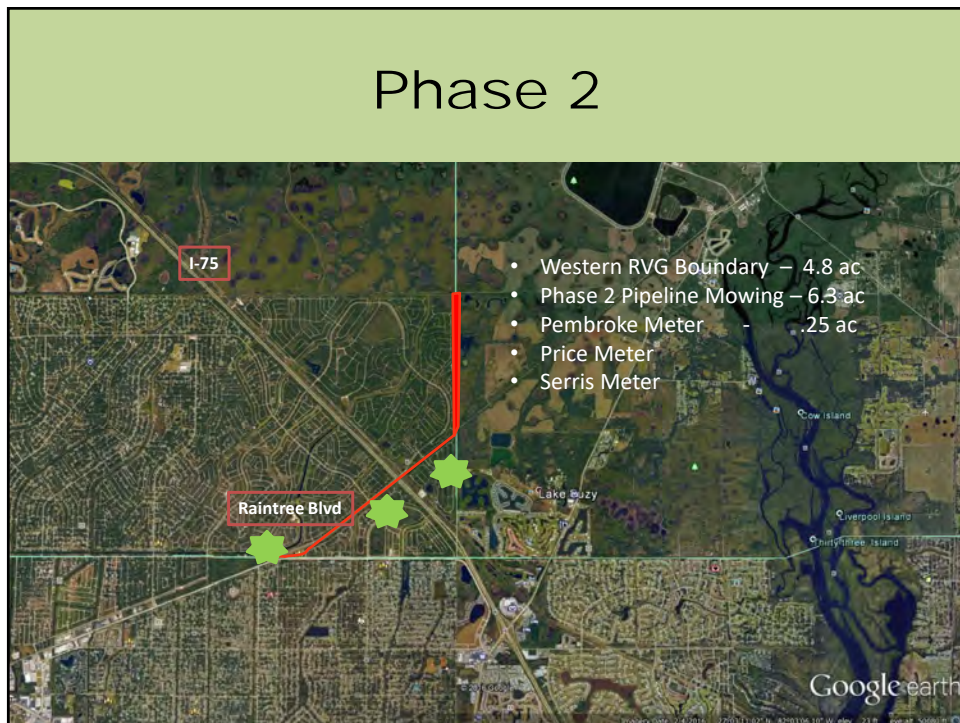
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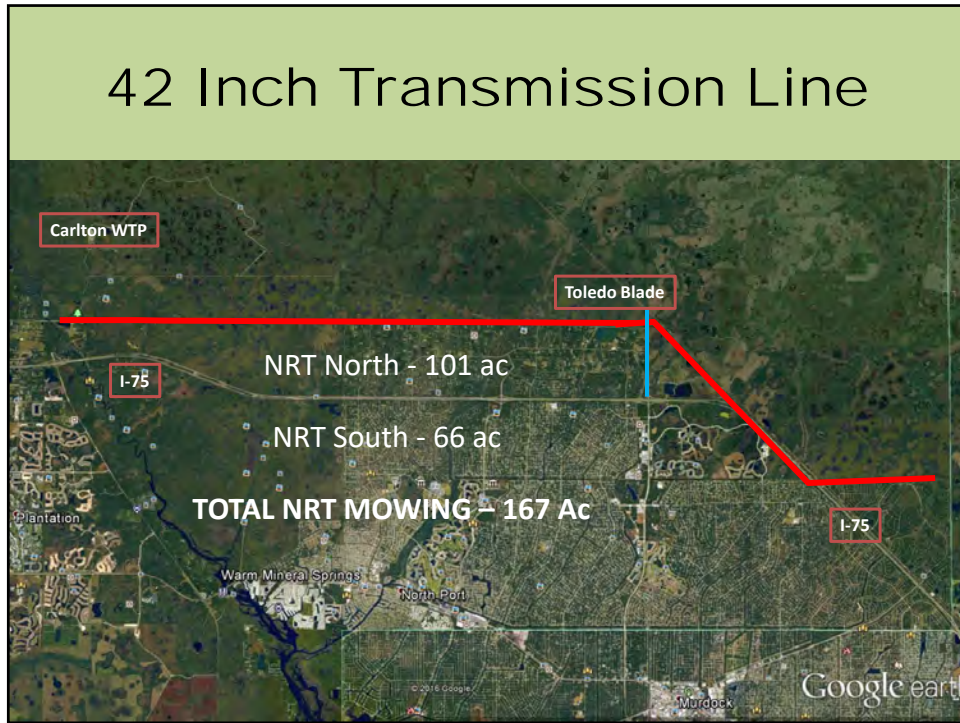
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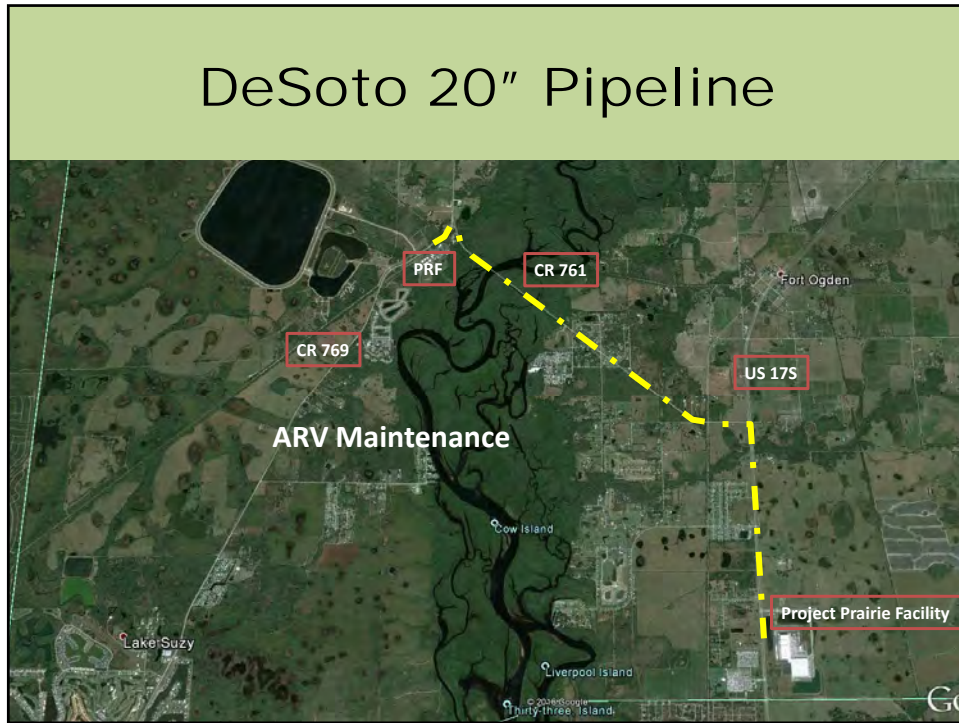
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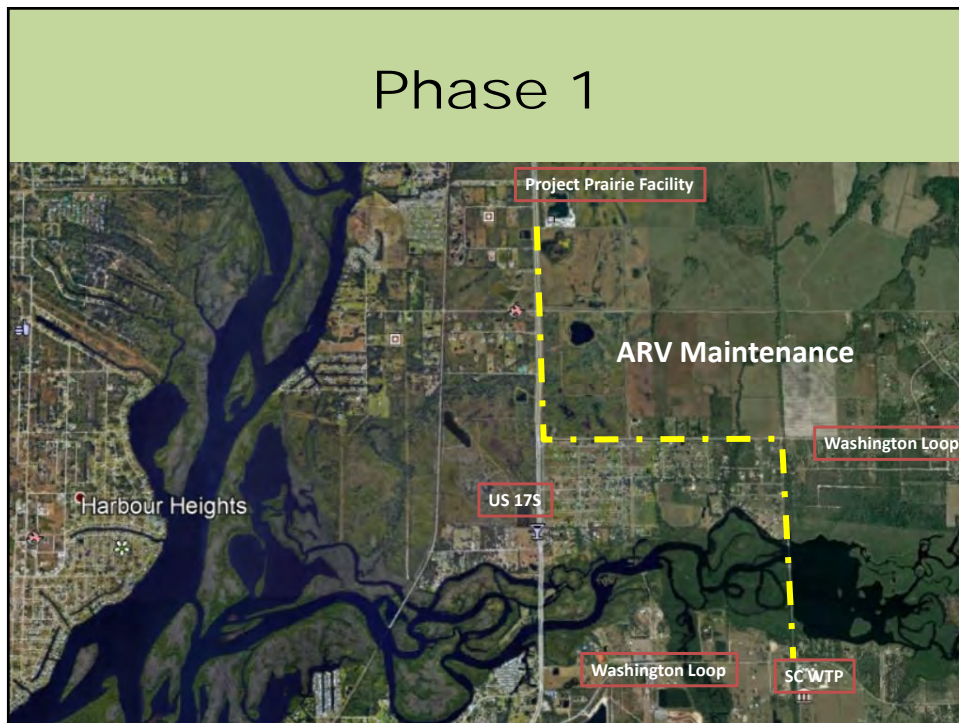
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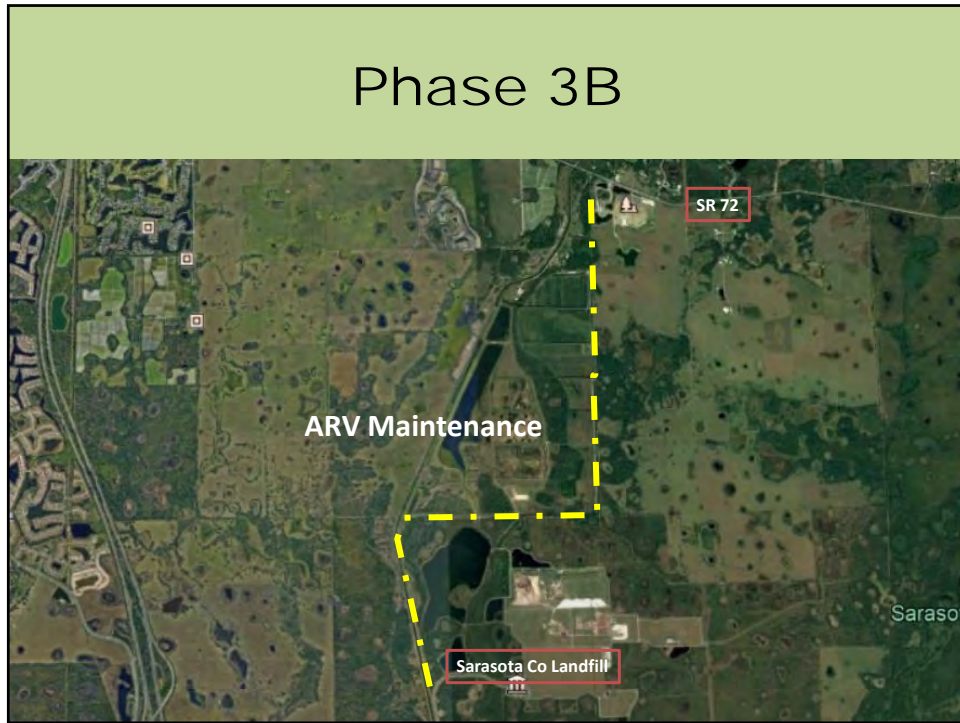
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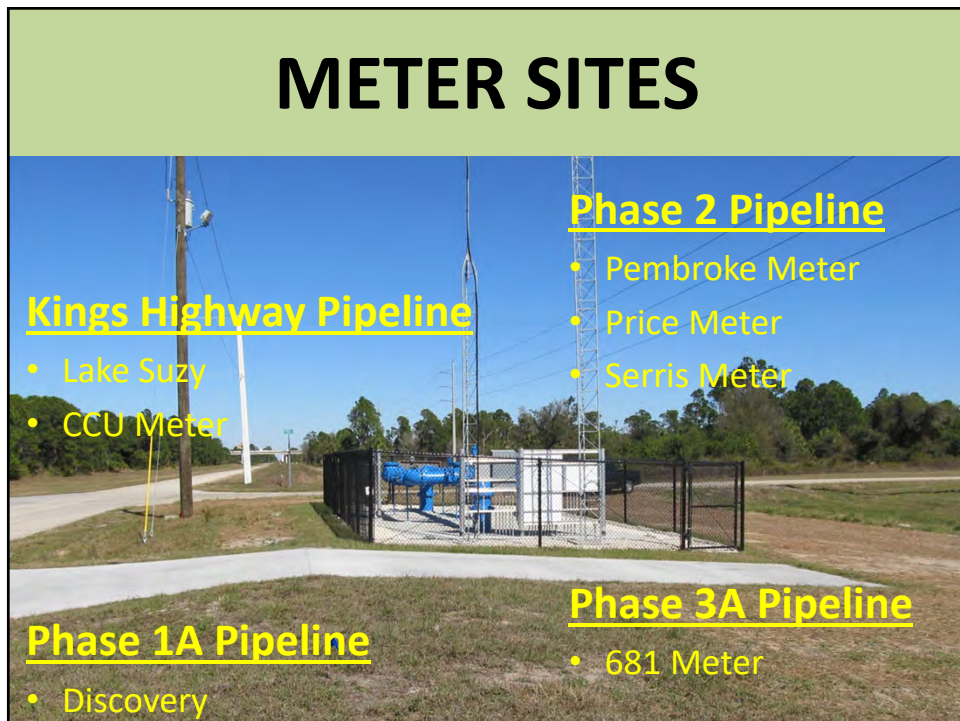
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35



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PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY

Hon. Alan Maio
Sarasota County

Hon. Elton A. Langford
DeSoto County

Hon. Bill Truex
Charlotte County

Hon. George Kruse
Manatee County

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

**Request for Proposal: As Needed General Mowing and Ground Maintenance
Services**

Memorandum - Addendum 2

June 1, 2021

Responses to Questions:

1. Question: Does the hourly rate for equipment need to include mobilization cost?

Response: Pursuant to page 11 of the As Needed Mowing and Grounds Maintenance Services Request for Proposal, all rates included as a part of Exhibit A, "Fee Schedule" shall include all labor, tools and consumables, which would include any mobilization and or other costs.

PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY

Hon. Alan Maio
Sarasota County

Hon. Elton A. Langford
DeSoto County

Hon. Bill Truex
Charlotte County

Hon. George Kruse
Manatee County

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

DATE: May 14, 2021
TO: Ann Lee, Finance & Administration Manager
FROM: Patrick Lehman, Executive Director
RE: As Needed General Mowing and Ground Maintenance 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 referenced project:

Chris Rogers (PRMRWSA)	Chair of the PSEC
Sam Stone (PRMRWSA)	Committee Member
Shalina Odegard (PRMRWSA)	Committee Member
Donald Morton (PRMRWSA)	Committee Member

Ann Lee is designated as the Authority's project contact responding to questions and information queries about the May 14, 2021 Request for Proposals. Proposals are due from interested parties on June 15, 2021. The PSEC public meeting to review the RFP's will be held at the Authority's Water Quality Training Center on June 28, 2021.

NOTICE OF MEETING

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

DATE AND TIME: Monday, June 28, 2021 @ 9:00 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 rank the proposals submitted for the as-needed general mowing and ground maintenance 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.

Coronado Lawn Service of FL LLC

Address: 6930 283rd st east Myakka City FL 34251

Phone numbers: 941-592-2434 and 941-592-2013

Email: Landscapecoronado@YAHOO.COM

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 Maritza Coronado owner/member
(Print individual's name and title)

for Coronado Lawn Service OF FL LLC
(Print name of entity submitting sworn statement)

whose business address is 6930 283rd St East Myakka City, FL 34251

and (if applicable) its Federal Employer Identification Number (FEIN) is 27-422391
(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____).

2. I understand that a "public entity crime" as defined in Section 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid, proposal, reply, or contract for goods 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 Section 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in Section 287.133(1)(a), Florida Statutes, means:

a) A predecessor or successor of a person convicted of a public entity crime; OR

b) An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a "person" as defined in Section 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members and agents who are active in management of an entity.

6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Indicate which statement applies.)

Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (Attach a copy of the Final Order.)

I UNDERSTAND THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES, FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

Maizta Tovar-Coronado 6/2/2021
(Signature) (Date)

STATE OF Florida
COUNTY OF Manatee

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 2nd day of June, 2021 by Maizta Tovar-Coronado as owner of Cosprado Lawn Services LLC company organized under the laws of the State of FL, on behalf of the company, who is personally known to me or has produced DL T162-540-85-7260 as identification.

Deborah A. Sims
Notary Public
Name (Printed) Deborah A. Sims

My commission expires 3/9/2023

(Printed typed or stamped Commissioned name of Notary Public)



Deborah A. Sims
NOTARY PUBLIC
STATE OF FLORIDA
Comm# GG289956
Expires 3/9/2023

REFERENCES

Contractor must provide a minimum of three (3) references that meet the requirements in the Request for Proposal.

Contractor Name: Coronado Lawn Service of FL LLC

Reference Entity: Landmark at Point West

Reference Contact Person: Terry Demarest / At the Helm ^{Property} MGMT.

Reference Address: 1001 Riverside Drive, Palmetto FL 34221

Reference Email Address: terrydemarest@yahoo.com

Reference Phone No.: 941-730-8254

Project Name: Landmark at point west

Project Location: Bradenton

Contractor Project Manager: Terry Demarest

Contract Amount: 17,800

Date Project Commenced: October 2011

Date of Final Completion: Still Servicing

Description of Work Performed:

Finish cut mowing, String trimming, edging, herbicide and debris blowing.

REFERENCES

Contractor must provide a minimum of three (3) references that meet the requirements in the Request for Proposal.

Contractor Name: Coronado Lawn Service of FL LLC
Reference Entity: ABC Investment | Welch Enterprises
Reference Contact Person: Rob Welch
Reference Address: 4522 26th St W unit C6 Bradenton, FL 342
Reference Email Address: R.Welch@hotmail.com
Reference Phone No.: 941-807-3797
Project Name: Various Apt Complexes
Project Location: Bradenton
Contractor Project Manager: Rob Welch
Contract Amount: 14,460
Date Project Commenced: July 2020
Date of Final Completion: Still Servicing
Description of Work Performed: Mowing, String, trimming, Edging
Blowing, herbicide.

REFERENCES

Contractor must provide a minimum of three (3) references that meet the requirements in the Request for Proposal.

Contractor Name: Coronado Lawn Service of FL LLC

Reference Entity: Tru Green

Reference Contact Person: Janice Romeo

Reference Address: 1681 Baseline Court, Fort Myers, FL 33905

Reference Email Address: Janice.romeo@truegreenmail.com

Reference Phone No.: 239-694-1311

Project Name: Magnolia Crossing

Project Location: Bradenton

Contractor Project Manager: Ray Ross

Contract Amount: 13,200

Date Project Commenced: July 2020

Date of Final Completion: Still serving

Description of Work Performed: Mowing, string trimming, Edging
herbicide and Blowing.

**PROJECT MANAGER AND PROJECT TEAM/KEY PERSONNEL
for
AS-NEEDED MOWING AND GROUND MAINTENANCE SERVICES**

The Contractor'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>
Maritza Coronado	office manager	office/accounting	Coronado Lawn Service	Myakka City, FL
Elias Coronado	on site manager	Lawn/Landscaping	Coronado Lawn Service	Myakka City, FL
Daniel Galicia	manager	Lawn/Landscaping	Coronado Lawn Service	Myakka City, FL



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
9/30/2020

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 MICHAEL GEE INC 786 S Orange Ave, North Unit Sarasota, FL 34236	CONTACT NAME: MICHAEL C GEE
	PHONE (A/C No. Ext): (941) 907-0914 FAX (A/C No.): (941) 907-0916 E-MAIL ADDRESS: btron@verizon.net
INSURED CORONADO LAWN SERVICE OF FLORIDA, LLC 6930 283RD STREET E MYAKKA CITY, FL 34251 (941) 592-2013	INSURER(S) AFFORDING COVERAGE NAIC#
	INSURER A: FHM INSURANCE COMPANY 31364
	INSURER B:
	INSURER C:
	INSURER D:
	INSURER E:

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
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANYAUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED <input type="checkbox"/> NON-OWNED <input type="checkbox"/> AUTOS ONLY <input type="checkbox"/> AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
				WC306-0026397	7/16/20	7/16/21	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: FACILITY AND PIPELINE MOWING AND GROUND MAINTENANCE SERVICES

CERTIFICATE HOLDER PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY 9415 TOWN CENTER PKWY LAKEWOOD RANCH, FL 34202 FX# (941) 316-1772	CANCELLATION 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 
---	---



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/7/2020

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 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 LoCastro Insurance Services, Inc. PO BOX 1802 Venice FL 34284	CONTACT NAME: Leonard LoCastro IV PHONE (A/C, No, Ext): 941-483-3999 FAX (A/C, No): 941-483-3444 E-MAIL ADDRESS: mail@locastroinsurance.com
	INSURER(S) AFFORDING COVERAGE
INSURED Coronado Lawn Services of Florida LLC PO Box 1642 Oneco FL 34264	INSURER A: Ohn Security Ins Co INSURER B: Ohio Casualty Insurance Co INSURER C: INSURER D: INSURER E: INSURER F:
License#: L024538 COROLAW-01	NAIC # 24082 24074

COVERAGES

CERTIFICATE NUMBER: 77479307

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.

INSTR LTR	TYPE OF INSURANCE	ADDL SUBR INSD 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 type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	Y Y	BLS(21)59220805	08/26/2020	08/26/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	Y Y	BAS(21)59220805	10/07/2020	10/07/2021	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"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$	Y	ESO(21)59220805	08/26/2020	08/26/2021	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$ <input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y <input checked="" type="checkbox"/> N <input type="checkbox"/> N/A If yes, describe under DESCRIPTION OF OPERATIONS below					

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 REF: Peace River Manasota Regional Water Supply Authority as needed contract for "facility and Pipeline Mowing and Ground Maintenance Services"
 Cert Holder is covered under Blanket Additional Insured and a Waiver of Subrogation with reference to GL and Commercial Auto apply. The Blanket AI includes Directors, Officers, employees, and agents of Cert Holder. 30 day cancellation notice (10 days for nonpay) per contract.

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

**EXHIBIT A
FEE SCHEDULE***

As-Needed Mowing & Ground Maintenance Services	Unit Cost	Year 1	Year 2	Year 3	Year 4	Year 5
Peace River Facility Finish Mowing & Ground Maintenance Services: Finish cut (4" height) mowing, string trimming, edging, herbicide and debris blowing	per cut	1,175	1,175	1,200	1,200	1,200
Phase 1A Facility Finish Mowing & Ground Maintenance Services: Finish cut (4" height) mowing, string trimming, edging, herbicide and debris blowing	per cut	160	160	160	160	160
Project Prairie Facility Finish Mowing & Ground Maintenance Services: Finish cut (4" height) mowing, string trimming, edging, herbicide and debris blowing	per cut	160	160	160	160	160
General Finish Mowing: Finish cut (4" height) mowing	per acre	38	38	38	43	43
Bush Hog Tractor Mowing: Bush Hog (6" height) mowing	per acre	43	43	43	47	47
Specialized Slope Mowing: Slope Tractor and Mower (6" height) equipped for mowing embankments and other slopes of 3:1 or lesser slope	per acre	N/A	N/A	N/A	N/A	N/A
Specialized Boom Mowing: Tractor with Boom Mower (6" height) equipped for mowing a 30' reach on embankments with slopes of 3:1 or greater slope	per hour	N/A	N/A	N/A	N/A	N/A

Ancillary Grounds Maintenance Services**	Unit Cost	Year 1	Year 2	Year 3	Year 4	Year 5
String Trimming & Edging	per hour	28	28	28	33	33
Landscape Trimming / Mulching	per hour	30	30	30	33	33
Tree Trimming	per hour	33	33	33	35	35
Weed Pulling	per hour	28	28	28	33	33
Herbicide Application	per hour	30	30	35	35	35
Fertilizer Application	per hour	N/A	N/A	N/A	N/A	N/A
Pesticide Application	per hour	N/A	N/A	N/A	N/A	N/A

* See Exhibit B for detailed summary of services and Exhibit C for map locations

**Rates shall include all labor, tools and consumables. Costs of herbicide, fertilizer & pesticide to be negotiated separately.

List of Lawn Equipment

Total of 6 Commercial Lawn Mowers

2 John Deer Pro 60 Approximately 2 Years Old In excellent condition, Yearly Maintenance done

1 John Deer 652 Approximately 2 Years Old In excellent condition, Yearly Maintenance done

1 Wright 60 Inch Approximately 4 Years Old in Great condition, Yearly Maintenance done

1 Walk Behind 36 inch Approximately 4 Years Old in Great Condition, Yearly Maintenance done

1 Ex Mark 71 Inch Deck Around 7 Years Old in Great Condition, Yearly Maintenance done

Six String Trimmers STIHL

4 Edger's Steel STIHL

4 Backpack blowers STHIL

2 Back Pack Blowers Ecko

3 Chain Saws

Trimer, Edger's , blowers and Chain saws all around 5 years old in great condition.

3 Enclosed trailers 6 years old in great condition

2 Heavy Duty Open Trailers Year 2019

1 John Deere 3038 Bush Hog Tractor

1 John Deere 5065 Bush Hog Tractor

Employees always have access to new safety glasses, ear plugs, ect.

2021 FLORIDA LIMITED LIABILITY COMPANY ANNUAL REPORT

DOCUMENT# L10000113938

Entity Name: CORONADO LAWN SERVICE OF FLORIDA, LLC

Current Principal Place of Business:

6930 283RD ST EAST
MYAKKA CITY, FL 34251

Current Mailing Address:

PO BOX 1642
ONECO, FL 34264 US

FEI Number: 27-4212391

Name and Address of Current Registered Agent:

CORONADO SALAZAR, ELIAS O
6930 283RD ST EAST
MYAKKA CITY, FL 34251 US

FILED
Apr 12, 2021
Secretary of State
3454001074CC

Certificate of Status Desired: No

The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.

SIGNATURE: ELIAS O CORONADO SALAZAR

04/12/2021

Electronic Signature of Registered Agent

Date

Authorized Person(s) Detail :

Title MGR
Name CORONADO SALAZAR, ELIAS O
Address PO BOX 1642
City-State-Zip: ONECO FL 34264

Title MGR
Name CORONADO, MARITZA
Address PO BOX 1642
City-State-Zip: ONECO FL 34264

I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am a managing member or manager of the limited liability company or the receiver or trustee empowered to execute this report as required by Chapter 605, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.

SIGNATURE: MARITZA CORONADO

OWNER

04/12/2021

Electronic Signature of Signing Authorized Person(s) Detail

Date



Response to Peace River Manasota Regional Water Supply Authority RFP:

AS-NEEDED MOWING & GROUND MAINTENANCE SERVICES

Points of Contact

Chris Connell – President
Mobile: (863) 581-9509
Email: chrisc@gliearth.com

Chris Artman – General Maintenance Operations Manager
Mobile: (863) 287-7373
Email: chrisa@gliearth.com

Keyland Amig – Environment Operations Manager
Mobile: (863) 559-2814
Email: keylanda@gliearth.com

Kristin Naugle – Internal Operations Manager
Mobile: (863) 767-0290
Email: kristinn@gliearth.com

Taylor Lance – Environmental Contract Specialist
Mobile: (863) 449-9246
Email: bidsgli@gliearth.com



groundLevel



June 15, 2021

GroundLevel Inc.
PO Box 1763
Wauchula, FL 33873

Attn: Patrick J. Lehman, Executive Director
Peace River Manasota Regional Water Supply Authority
9415 Town Center Parkway
Lakewood Ranch, FL 34202

Subject: Letter of Transmittal RFP: *As-Needed Mowing and Ground Maintenance Services*

Dear Mr. Patrick J. Lehman,

Run as a small-business, GroundLevel Inc's Corporate President (Chris Connell) is hands-on with daily operations. GroundLevel Inc started as a restoration company with just a few employees and two pick-up trucks, to now providing employment to over 200 individuals throughout the State of Florida in just 16 years. GroundLevel Inc's home office is located in Wauchula, Florida with satellite offices throughout Central and Southern Florida to provide adequate service to our customers.

GroundLevel Inc. philosophy is simple: "Restoration the way nature intended". We look to be able to provide Peace River Manasota Regional Water Supply Authority with the expertise and philosophy to achieve all of their As-Needed Mowing Services.

We appreciate the opportunity to provide this proposal and look forward to working with you in the future. Please see the attached Proposal for *As-Needed Mowing and Ground Maintenance Service* by GroundLevel Inc.

A handwritten signature in black ink, appearing to read "C Connell", written in a cursive style.

Chris Connell
President
GroundLevel, Inc.

Prepared by: Taylor Lance, Environmental Contract Specialist, (863) 449-9246, bidsgli@gliearth.com

2021 FLORIDA PROFIT CORPORATION ANNUAL REPORT

DOCUMENT# P05000093425

Entity Name: GROUND LEVEL, INC.

Current Principal Place of Business:

2970 MANUEL RD
BOWLING GREEN, FL 33834

Current Mailing Address:

P.O. BOX 1763
WAUCHULA, FL 33873 US

FEI Number: 03-0564461

Certificate of Status Desired: No

Name and Address of Current Registered Agent:

CONNELL, CHRISTOPHER S
2970 MANUEL RD
BOWLING GREEN, FL 33834 US

The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.

SIGNATURE: _____

Electronic Signature of Registered Agent

Date

Officer/Director Detail :

Title P
Name CONNELL, CHRISTOPHER S
Address PO BOX 1763
City-State-Zip: WAUCHULA FL 33873

I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am an officer or director of the corporation or the receiver or trustee empowered to execute this report as required by Chapter 607, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.

SIGNATURE: CHRISTOPHER CONNELL

PRESIDENT

04/06/2021

Electronic Signature of Signing Officer/Director Detail

Date

AN ORDINANCE OF HARDEE COUNTY, FLORIDA, AMENDING CHAPTER 5, OF THE HARDEE COUNTY, FLORIDA, CODE OF ORDINANCES; PROVIDING FOR THE REPEAL OF ARTICLE III "OCCUPATIONAL LICENSING", AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on October 12, 1973, the Board of County Commissioners of Hardee County, Florida, adopted Ordinance No. 73-5, levying occupational license tax pursuant to Chapter 205, Florida Statutes and Chapter 72-306, General Laws of Florida; and

WHEREAS, the Board of County Commissioners of Hardee County, Florida (hereinafter referred to as "the Board"), finds that it is in the interest of the public health, safety, and the general welfare of the public to repeal the County's existing Ordinance 73-5, levying occupational license tax pursuant to Chapter 205, Florida Statutes; and

WHEREAS, a public hearing was held by the Board of County Commissioners of Hardee County on June 8, 2000; and

WHEREAS, all public notices required by law have been provided.

NOW THEREFORE, BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF HARDEE COUNTY, FLORIDA, as follows:

SECTION 1. Article III, "Occupational Licensing" of Chapter 5 of the Hardee County Code of Ordinances is hereby repealed.

SECTION 2. This Ordinance shall be effective immediately upon adoption in accordance with law.

PASSED AND DULY ADOPTED in regular session, by the BOARD OF COUNTY COMMISSIONERS OF HARDEE COUNTY, FLORIDA, this 29th day of June 2000.

BOARD OF COUNTY COMMISSIONERS OF HARDEE COUNTY, FLORIDA

By:

Minor L. Bryant
Minor L. Bryant, Chairman

(SEAL)

ATTEST:

B. Hugh Bradley
B. Hugh Bradley, Clerk

STATE OF FLORIDA
COUNTY OF HARDEE

THIS IS TO CERTIFY THAT THE FOREGOING IS A TRUE AND CORRECT COPY OF ORDINANCE No. 00-08

AS ADOPTED BY THE BOARD OF COUNTY COMMISSIONERS OF HARDEE COUNTY THE 29 DAY OF June 2000
WITNESS MY HAND AND OFFICIAL SEAL THIS 5th
DAY OF July 2000

F. HUGH BRADLEY, CLERK OF CIRCUIT COURT
B. *Richard D. ...* D.C.

Request for Taxpayer Identification Number and Certification

**Give Form to the
requester. Do not
send to the IRS.**

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type. See Specific Instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. Ground Level Inc		
	2 Business name/disregarded entity name, if different from above		
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input checked="" type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) ▶ _____		
	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>		
	5 Address (number, street, and apt. or suite no.) See instructions. PO Box 1763	Requester's name and address (optional)	
	6 City, state, and ZIP code Wauchula, FL 33873		
	7 List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number										
or										
Employer identification number										
0	3		-	0	5	6	4	4	6	1

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ▶ <i>Euston Navagle</i>	Date ▶ 5-7-2021
------------------	--	-----------------

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.



Florida Department of Environmental Protection

Bob Martinez Center
2600 Blair Stone Road, M.S. 3565
Tallahassee, Florida 32399-2400

Ron DeSantis
Governor

Jeanette Nunez
Lt. Governor

Noah Valenstein
Secretary

Congratulations on successfully completing the Florida Stormwater Erosion and Sedimentation Control Inspector Training Program. We greatly appreciate your participation in and successful completion of this course. We hope that it has helped you to better understand Florida's stormwater problems and the importance of proper design, construction, and maintenance of erosion and sediment controls during construction, in order to assure the proper long-term operation and maintenance of stormwater systems after construction is completed.

Attached you will find your numbered certificate and wallet card. Please let us know if there are any errors in the certificate or card, or in the grading of your exam. You can contact us at admin@fsesci.com, or at the Training Program's website: www.FSESCI.com.

**FLORIDA DEPARTMENT OF
ENVIRONMENTAL PROTECTION**
STORMWATER EROSION AND SEDIMENTATION CONTROL
INSPECTOR TRAINING PROGRAM

Chris Artman

CLASS DATE	INSPECTOR #
05/05/2021	47608

QUALIFIED STORMWATER MANAGEMENT INSPECTOR
CURRENTLY DOES NOT EXPIRE





Florida Forest Service
Certified Prescribed Burn Manager

Certified Burner: **Keyland Amig**
Certified Burner #: **2012-4322**
Customer #: **1370536**

NOTE: Use your customer number when obtaining open burning authorizations. It is your responsibility to notify FFS that you want the burn to be certified.

Florida Department of Agriculture and Consumer Services
Pesticide Certification Office
Commercial Applicator License
License # CM19623

AMIG, KEYLAND J
747 N. ED WELLS RD
WAUCHULA, FL 33873

Categories
21, 5A, 6, 11

Issued: March 25, 2021

Expires: February 28, 2025


Signature of Licensee


NICOLE "NIKKI" FRIED, COMMISSIONER

The above individual is licensed under the provisions of Chapter 487, F.S. to purchase and apply restricted use pesticides.

Florida Department of Agriculture and Consumer Services
Pesticide Certification Office
Commercial Applicator License

License # CM19610

Categories

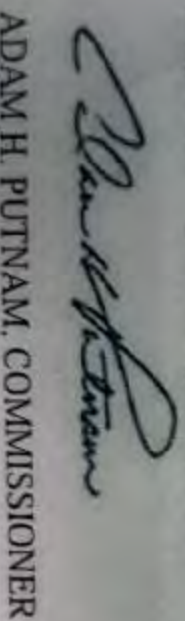
5A, 21, 6

RIVERA, PABLO
PO BOX 1049
BOWLING GREEN, FL 33834

Issued: January 17, 2017

Expires: January 31, 2021


Signature of Licensee


ADAM H. PUTNAM, COMMISSIONER

The above individual is licensed under the provisions of Chapter 487, F.S. to purchase and apply restricted use pesticides.

Experience/Qualifications/Background

Experience: GroundLevel Inc. has provided habitat restoration services from small businesses, to federal services. We have been the primary provider of reclamation service for Mosaic (phosphate mining) since 2005. Our skilled and certified team members provide regular land management services to meet our clients' ongoing permitting requirements and obligations. We have the staffing, equipment and know-how to complete any project effectively and efficiently. Our staffing includes: Prescribe Burn Managers, Ecologists, Herbicide Experts, Field Mechanics, Field Support, Heavy Equipment Operators, Safety Officer, and over 50 Certified Pesticide/Herbicide Applicators. Our expertise includes: herbicide application, native planting, mechanical vegetation removal, prescribed fire, mowing, fencing, grassing, hydro-seeding, land clearing, site development, and various other land management services.

Qualifications: GroundLevel Inc. sends over 200 employees out to perform reclamation and restoration services daily from our home and satellite offices in Florida, along with many-person crews performing restoration services in Apalachicola State Forest and Yellowstone National Park. Our qualified Field Supervisors located near each individual jobsite allows for GroundLevel Inc. to work anywhere while continuing daily operations at home office. Our professional herbicide and ground applications performed daily include: natural areas, right of way, aquatics, and forestry.

Project Approach: Groundlevel Inc. has the equipment and personnel to maintain large commercial and industrial properties. All field personnel have been acclimated to adverse physical and weather conditions through years of experience. Crews are provided drinking water and electrolyte supplements to help maintain hydration throughout the day. Crews are trained prior to entering the field to be familiar with common poisonous plants, stinging insects, and dangerous reptiles to do their best to avoid these hazards and recognize the area signs prior to encounters. First aid kits and blood borne pathogen kits are supplied to all crews in the event they do come in contact with an unexpected hazard.

GroundLevel Inc. can handle all of The Authority's roadside mowing, lawn care and landscaping needs from simple maintenance to pasture or Roadside. We also clean and maintain security fencing and retention ponds. Hills, gullies, high banks, slopes, boom, and erosion control are no problem for us. No matter what your needs are, GroundLevel Inc. will maintain your property and exceed your expectations.



groundLevel

Ground Level, Inc. - Project Equipment List

Peace River Water Authority - General Land Maintenance

Tractor & 15' batwing bush hog
Tractor & 6-8' bush hog
Tractor & 8-12' fire lane disc
Tractor & 8-12' disc to repair pastures
Tractor & Herbicide Tank & Sprayer
ATV & Herbicide Tank & Sprayer
Pickup Truck
ATV
Tractor & Roller Chopper
Low Risk Control Burn
High Risk Control Burn
Tractor & Metal Drag Pasture Repair
Tractor & Drag Tire Road Repair
Motor Grader Road Repair
Tractor & Box Blade Road Repair
Backhoe & Road/Swale Repair
Exotic Feral Hog Removal
Security Patrol
Cat 311 Excavator w/ Mulcher Head & Grapple Rake
Davco HD Brush Cutter & Mower
Kabota M125X Tractor w/ Mulcher Head & Grapple Rake
SK 140 CTL w/ Mulcher Head, Grapple Rake, & Bucket
SK 140 RTL w/ Mulcher Head, Grapple Rake, & Bucket
JD 7130 w/ 30' arm mower
Doosan DX140LC Excator w/ Mulcher Head
MF 4610 Tractor w/ Loader & Mowers
JD 4066 Slope Tractor w/ 12' mower dual wheels (slope)
Vermeer SC 292 Stump Grinder
Brown Tree Cutter
Diamond HD Brush Mower
Dump Trailer
Gooseneck Trailer (2)
Freightliner Semi & Trailer
Grapple Truck & Grapple Dump 18 yds

Key Personnel and Operations Information

Ground Level's key personnel for this project include the following:

- Keyland Amig – Environmental Operations Manager/Sr. Ecologist (863) 559-2814
 - POC for all Prescribed Burn projects.
 - B.S. in Biology – University of South Florida
 - 10+ years' experience managing land management projects
 - Licensed Commercial Pesticide Applicator – CM19623
 - Certified Burn Manager Florida
 - MSHA and OSHA certified

- Pablo Rivera – Herbicide Application Coordinator/Manager (863) 559-1049
 - POC for any Herbicide projects.
 - 15+ years' experience managing invasive plant removal projects
 - Licensed Commercial Pesticide Applicator – CM19610
 - MSHA and OSHA Certified

- Chris Artman – General Maintenance Operations Manager (863) 287-7373
 - POC for any project involving heavy equipment/mowing, fencing, painting, etc.
 - B.S. in Business Management – University of South Florida
 - 15+ years' experience managing land mitigation projects
 - Certified Stormwater Management Inspector – 47608
 - MSHA and OSHA Certified

- Kristin Naugle – Internal Operations Manager (863) 767-0290
 - B.S. in Business Management, minor in Accounting and Management Information Systems – University of South Florida
 - 15+ years' experience in business administration, financial analysis

- Taylor Lance – Environmental Contract Specialist (863) 449-9246
 - Graduate Degree in Restoration Ecology – Auburn University
 - 5 years' in-field project completion in remote locations
 - Licensed Commercial Pesticide Applicator – CM26878

- Crew Supervisor Requirements:
 - 3 years of experience in their field (natural areas, right-of-way, aquatics, etc.).
 - FL Applicators License required
 - Ability to work remotely in-field independently
 - Ability to multi task and prioritize work
 - Ability to manage up to 15 laborers independently
 - Located within 45 minutes to the jobsite

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 Chris Connell - President
(Print individual's name and title)

for GroundLevel Inc.
(Print name of entity submitting sworn statement)

whose business address is 2970 Manuel Rd, Bowling Green, FL 33834

and (if applicable) its Federal Employer Identification Number (FEIN) is 03-0564461
(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement:
_____).

2. I understand that a "public entity crime" as defined in Section 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid, proposal, reply, or contract for goods 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 Section 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an "affiliate" as defined in Section 287.133(1)(a), Florida Statutes, means:
- a) A predecessor or successor of a person convicted of a public entity crime; OR
 - b) An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
5. I understand that a "person" as defined in Section 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members and agents who are active in management of an entity.

6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Indicate which statement applies.)

X Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

___ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

___ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (Attach a copy of the Final Order.)

I UNDERSTAND THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES, FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

[Signature] 06/11/2021
(Signature) (Date)

STATE OF Florida
COUNTY OF Hardee

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 11 day of June, 2021 by Chris Connell as President of Ground Level, a corporation company organized under the laws of the State of Florida, on behalf of the company, who is personally known to me or has produced _____ as identification.



My commission expires 7/27/2024

Kristin Naugle
Notary Public
Name (Printed) Kristin Naugle

(Printed typed or stamped Commissioned name of Notary Public)

EXHIBIT A
FEE SCHEDULE*

As-Needed Mowing & Ground Maintenance Services	Unit Cost	Year 1	Year 2	Year 3	Year 4	Year 5
Peace River Facility Finish Mowing & Ground Maintenance Services: Finish cut (4" height) mowing, string trimming, edging, herbicide and debris blowing	per cut	2480	2480	2480	2480	2480
Phase 1A Facility Finish Mowing & Ground Maintenance Services: Finish cut (4" height) mowing, string trimming, edging, herbicide and debris blowing	per cut	525	525	525	525	525
Project Prairie Facility Finish Mowing & Ground Maintenance Services: Finish cut (4" height) mowing, string trimming, edging, herbicide and debris blowing	per cut	525	525	525	525	525
General Finish Mowing: Finish cut (4" height) mowing	per acre	48	48	48	48	48
Bush Hog Tractor Mowing: Bush Hog (6" height) mowing	per acre	72	72	72	72	72
Specialized Slope Mowing: Slope Tractor and Mower (6" height) equipped for mowing embankments and other slopes of 3:1 or lesser slope	per acre	75	75	75	75	75
Specialized Boom Mowing: Tractor with Boom Mower (6" height) equipped for mowing a 30' reach on embankments with slopes of 3:1 or greater slope	per hour	80	80	80	80	80

Ancillary Grounds Maintenance Services**	Unit Cost	Year 1	Year 2	Year 3	Year 4	Year 5
String Trimming & Edging	per hour	30	30	30	30	30
Landscape Trimming / Mulching	per hour	40	40	40	40	40
Tree Trimming	per hour	32	32	32	32	32
Weed Pulling	per hour	30	30	30	30	30
Herbicide Application	per hour	30	30	30	30	30
Fertilizer Application	per hour	45	45	45	45	45
Pesticide Application	per hour	45	45	45	45	45

* See Exhibit B for detailed summary of services and Exhibit C for map locations

**Rates shall include all labor, tools and consumables. Costs of herbicide, fertilizer & pesticide to be negotiated separately.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/12/2020

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 Jefferson Sumner 305 S Wheeler St Plant City, FL 33563	CONTACT NAME: PHONE (A/C, No. Ext): _____ FAX (A/C, No): _____ E-MAIL ADDRESS: _____	
	INSURER(S) AFFORDING COVERAGE	
INSURED Ground Level Inc PO BOX 1763 Wauchula, FL 33873	INSURER A: AXIS SURPLUS INSURANCE COMPANY	
	INSURER B: FLORIDA FARM BUREAU CASUALTY INS CO	
	INSURER C:	
	INSURER D:	
	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 checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	EMP20002451-01	10/15/2020	10/15/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			ABF 1250614	09/30/2020	09/30/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			EMX20000648-01	10/15/2020	10/15/2021	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000 \$
	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	N/A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Contractors Pollution Liab	<input checked="" type="checkbox"/>		EMP20002451-01	10/15/2020	10/15/2021	Each Claim \$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)

CERTIFICATE HOLDER**30 DAY****CANCELLATION**

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

JEFFERSON L SUMNER

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Policy Number: 0830-53828

Date Entered: 07/13/2020

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/13/2020

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 WorkComp Partners 454 West Pipkin Rd Lakeland, FL 33813	CONTACT NAME: Maria Wetherington
	PHONE (A/C, No, Ext): (813) 747-7490 FAX (A/C, No): () - E-MAIL ADDRESS:
INSURED Ground Level, Inc. 2970 Manuel Road Bowling Green, FL 33834	INSURER(S) AFFORDING COVERAGE INSURER A: Bridgefield Employers Insurance Company NAIC # 10701
	INSURER B:
	INSURER C:
	INSURER D: 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
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	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 N	N/A	0830-53828	7/28/2020	7/28/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

CERTIFICATE HOLDER**CANCELLATION**

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

Maria L. Wetherington

Maria L. Wetherington

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BID SUBMITTAL FOR

Peace River Manasota Regional Water Supply Authority
Attn: Patrick J. Lehman, Executive Director
RFP: As-Needed Mowing and Ground Maintenance Services
9415 Town Center Parkway
Lakewood Ranch, FL 34202
(941) 316-1776

PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY
RFP AS-NEEDED MOWING & GROUND MAINTENANCE SERVICES

PROPSAL REQUIREMENTS

1. HVMI, LLC
8702 Westward Drive
North Port, FL 34291
941-240-8907
hvmillc@gmail.com
2. HVMI, LLC does not use sub-contractors.
3. Office is located at 8702 Westward Drive, North Port, FL 34291 as listed above.
4. HVMI, LLC is a Limited Liability Corporation.
5. All business tax receipts are included with the submittal.
6. The Project Manager for HVMI, LLC will be Eric Howes, Eric is the owner of HVMI, LLC and has been in business for 21 years and has worked for PRMRWSA on property since 2013 as well as property maintenance for FPL since 2008.
7. Equipment List Attached to this bid.
8. Projects:
 - a. Peace River Manasota Regional Water Supply Authority – Ground maintenance / mowing on a monthly or weekly cycle as needed. Land management projects as needed. Approximate start date 2013. Budget is open. Contract end date is 2021.
 - b. Florida Power and Light – Maintaining distribution right-of-way's, mowing transmission right-of-way's, miscellaneous vegetation maintenance on multiple jobs / locations. Approximate start date is 2004. Contract amount is open ended and contract end is 2024 with possible extensions.
 - c. City of North Port – Mow 50% of rural City of North Port roads and ditches, approximate start date was 2011 and contract end date was 2019. Contract amount was \$300k + each year.
9. HVMI, LLC has held contracts in the following municipalities in the past: Charlotte County, Sarasota County and City of North Port. HVMI does not hold any contracts in these counties as of today.
10. HVMI, LLC has no current litigations.
11. N/A same as above.
12. References Listed on separate sheet.
13. Required Forms Attached to this bid.

HVMI Equipment List

Cat 311 Excavator with Forestry Mower and grapple rake
Kubota M5700 Tractor with 6' bushog mower
Davco Brush Cutter
Kubota M125X Tractor with tree cutter
SK 140 CTL with forestry mower, grapple rake and bucket
SK 140 RTL with forestry mower, grapple rake and bucket
John Deere 7130 with 30' side arm mower
John Deere 5093E Tractor with 15' batwing mower
Doosan DX140LC Excavator with forestry mulcher / power pack
Massey Ferguson 5612 Tractor with 15' landpride mower
Massey Ferguson 4610 Tractor with loader and 12' and 8' mowers
John Deere 4066 Tractor with 12' mower for custom slopes
Vermeer SC 292 Strump Grinder
Tiger Cat 724M Purpose built forestry machine with forestry mulcher
Brown Tree Cutter 2615
John Deere 333G with Cimaf Forestry Mulcher
2 - Wright ZX Zero Turn Mowers
Toro Grand Stand Commercial 60" mower
Dump Trailer
2 - Gooseneck Trailers
Freightliner Semi (Tandem Axle) with 50k Trailer
Several Small lawn trailers
Grapple Truck with 18 yd dump bed and grapple to remove / pick up debris
Ford F350 Work Truck
Dodge Ram 3500 Work Truck
Dodge Ram 3500 Work Truck
Dodge Ram 3500 Work Truck
Dodge Ram 2500 Work Truck

HVMI has a wide variety of equipment that we use daily. If you don't see something on the list, please ask us.

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 Milissa J. Howes / Owner
(Print individual's name and title)

for HVME, LLC
(Print name of entity submitting sworn statement)

whose business address is: 8702 Westward Drive, North Port, FL 34291

and (if applicable) its Federal Employer Identification Number (FEIN) is 45-3337000
(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement)

2. I understand that a "public entity crime" as defined in Section 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid, proposal, reply, or contract for goods 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.
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4. I understand that an "affiliate" as defined in Section 287.133(1)(a), Florida Statutes, means:
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 - b) An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
5. I understand that a "person" as defined in Section 287.133(1)(c), 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.)

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 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.

[Handwritten Signature] 6/10/21
(Signature) (Date)

STATE OF Florida
COUNTY OF Sarasota

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 10 day of June, 2021 by Debbie L. Hoies as owner of HVMT, LLC, a limited liability company organized under the laws of the State of Florida, on behalf of the company, who is personally known to me or has produced Florida Drivers Lic as identification.

My commission expires Oct 25, 2021

(Printed (typed or stamped) Commissioned name of Notary Public)

[Handwritten Signature]
Notary Public TERRILL VAN EELWIEN
Name (Printed) MY COMMISSION #00134812
EXPIRES OCT 25 2021
Valid through: 1st State (fla.gov)

REFERENCES

Contractor must provide a minimum of three (3) references that meet the requirements in the Request for Proposal.

Contractor Name: HVMI, LLC

Reference Entity: Florida Power & Light Company / Nextera Energy

Reference Contact Person: Barry Grubb / West Region Vegetation Management Leader

Reference Address: 1177 N. Lime Ave, Sarasota, FL 34237

Reference Email Address: barry.lgrubb@fpl.com

Reference Phone No.: 941-316-6272

Project Name: Vegetation Control

Project Location: West Coast of FL, Tampa - South

Contractor Project Manager: Eric Howes

Contract Amount: Open Contract 300k+

Date Project Commenced: Ongoing 10+ Years

Date of Final Completion: Ongoing

Description of Work Performed: Vegetation Control for FPL on the West Coast of Florida. This includes,
mowing, forestry mulching, hand removal, debris removal to name a few. Also includes machine needs,
storm clean up , etc.

REFERENCES

Contractor must provide a minimum of three (3) references that meet the requirements in the Request for Proposal.

Contractor Name: HVMI, LLC

Reference Entity: Florida Power & Light Company / Nextera Energy

Reference Contact Person: Rick Shoults / Consulting Utility Forester / Certified Arborist / Utility Specialist

Reference Address: 1177 N. Lime Ave, Sarasota, FL 34237

Reference Email Address: rick.shoults@fpl.com

Reference Phone No.: 941-316-7108

Project Name: Vegetation Control

Project Location: West Coast of FL, Tampa - South

Contractor Project Manager: Eric Howes

Contract Amount: Open Contract 300k+

Date Project Commenced: Ongoing 10+ Years

Date of Final Completion: Ongoing

Description of Work Performed: Vegetation Control for FPL on the West Coast of Florida. This includes,
mowing, forestry mulching, hand removal, debris removal to name a few. Also includes machine needs,
storm clean up , etc.

**EXHIBIT A
FEE SCHEDULE***

As-Needed Mowing & Ground Maintenance Services	Unit Cost	Year 1	Year 2	Year 3	Year 4	Year 5
Peace River Facility Finish Mowing & Ground Maintenance Services: Finish cut (4" height) mowing, string trimming, edging, herbicide and debris blowing	per cut	\$5407	\$5407	\$5407	\$5407	\$5840
Phase 1A Facility Finish Mowing & Ground Maintenance Services: Finish cut (4" height) mowing, string trimming, edging, herbicide and debris blowing	per cut	\$450.00	\$450.00	\$450.00	\$450.00	\$486.00
Project Prairie Facility Finish Mowing & Ground Maintenance Services: Finish cut (4" height) mowing, string trimming, edging, herbicide and debris blowing	per cut	\$550.00	\$550.00	\$550.00	\$550.00	\$594.00
General Finish Mowing: Finish cut (4" height) mowing	per acre	\$66.95	\$66.95	\$66.95	\$66.95	\$72.30
Bush Hog Tractor Mowing: Bush Hog (6" height) mowing	per acre	\$31.60	\$31.60	\$31.60	\$31.60	\$34.13
Specialized Slope Mowing: Slope Tractor and Mower (6" height) equipped for mowing embankments and other slopes of 3:1 or lesser slope	per acre	\$85.10	\$85.10	\$85.10	\$85.10	\$91.90
Specialized Boom Mowing: Tractor with Boom Mower (6" height) equipped for mowing a 30' reach on embankments with slopes of 3:1 or greater slope	per hour	\$125.00	\$125.00	\$125.00	\$125.00	\$135.00

Ancillary Grounds Maintenance Services**	Unit Cost	Year 1	Year 2	Year 3	Year 4	Year 5
String Trimming & Edging	per hour	\$27.19	\$27.19	\$27.19	\$27.19	\$27.19
Landscape Trimming / Mulching	per hour	\$27.19	\$27.19	\$27.19	\$27.19	\$27.19
Tree Trimming	per hour	\$27.19	\$27.19	\$27.19	\$27.19	\$27.19
Weed Pulling	per hour	\$27.19	\$27.19	\$27.19	\$27.19	\$27.19
Herbicide Application	per hour	\$27.19	\$27.19	\$27.19	\$27.19	\$27.19
Fertilizer Application	per hour	\$75.00	\$75.00	\$75.00	\$75.00	\$75.00
Pesticide Application	per hour					

* See Exhibit B for detailed summary of services and Exhibit C for map locations.

**Rates shall include all labor, tools and consumables. Costs of herbicide, fertilizer & pesticide to be negotiated separately.

NOTEPAD:

HOLDER CODE PERIV03
INSURED'S NAME HVMI LLC

HVMIL-1
OP ID: RH

PAGE 2
Date 05/20/2021

General Land Maint Serv & as needed Facility
Pipeline Mowing & Ground Maint Serv Peace River Manasota Regional Water
Supply Authority, directors, officers, employees and agents are listed as
an Additional Insured in respect to General Liability if required by
written contract subject to policy terms & conditions. 30 day notice of
cancellation applies to Comm'l Auto&General Liability. Waiver of subro
applies to General Liability.

59495 (8-11)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**CANCELLATION OR NONRENEWAL
DESIGNATED PERSON(S) OR ORGANIZATION(S)
OTHER THAN THE NAMED INSURED**

It is agreed:

This policy is subject to the following condition:

If this policy is canceled or nonrenewed, the designated person(s) or organization(s) shown in the SCHEDULE below shall be notified at least:

1. 10 days prior to the effective date of cancellation if we cancel for nonpayment of premium; or
2. The number of days shown in the SCHEDULE prior to the effective date if we cancel for any other reason.

If the law of the state in which notice is mailed to requires a longer notice period, we will comply with those requirements.

SCHEDULE	
Number of Days Notice <u>030</u>	
Name Of Designated Person(s) Or Organization(s) PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY	Mailing Address 9415 TOWN CENTER PKWY LAKEWOOD RANCH FL 34202-5134

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

All other policy terms and conditions apply.

COMMERCIAL GENERAL LIABILITY
CG 24 04 05 09

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Person Or Organization:

PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY / FLORIDA POWER
& LIGHT CO / SARASOTA COUNTY GOVERNMENT RISK MANAGEMENT /

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

The following is added to Paragraph 8. **Transfer Of Rights Of Recovery Against Others To Us** of Section IV – **Conditions:**

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

59495 (8-11)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CANCELLATION OR NONRENEWAL DESIGNATED PERSON(S) OR ORGANIZATION(S) OTHER THAN THE NAMED INSURED

It is agreed:

This policy is subject to the following condition:

If this policy is canceled or nonrenewed, the designated person(s) or organization(s) shown in the SCHEDULE below shall be notified at least:

1. 10 days prior to the effective date of cancellation if we cancel for nonpayment of premium; or
2. The number of days shown in the SCHEDULE prior to the effective date if we cancel for any other reason.

If the law of the state in which notice is mailed to requires a longer notice period, we will comply with those requirements.

SCHEDULE	
Number of Days Notice <u>030</u>	
Name Of Designated Person(s) Or Organization(s) PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY	Mailing Address 9415 TOWN CENTER PKWY LAKEWOOD RANCH, FL 34202-5134

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

All other policy terms and conditions apply.

COMMERCIAL GENERAL LIABILITY
CG 20 10 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
SARASOTA COUNTY RISK MANAGEMENT / LEE COUNTY ELECTRIC COOPERATIVE INC/ PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY / FLORIDA DEPARTMENT OF AGRICULTURE & CONSUMER SERVICES / NEXTERA ENERGY INC / CITY OF NORTH PORT / CHARLOTTE COUNTY A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA AND ITS OFFICERS. EMPLOYEES, AGENTS, AND VOLUNTEERS / SEMINOLE GULF RAILWAY /	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

- A. Section II - Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but 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 for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
07/29/2020

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 Gregoire Family Insurance 17179 Bonnie Ave Ste. B Port Charlotte FL 33954	CONTACT NAME: Kristina Gregoire PHONE (A/C, No, Ext): (941) 589-7836 FAX (A/C, No): (800) 966-0433 E-MAIL ADDRESS: kristina@gregoirefamilyins.com												
INSURED HVM, LLC 8702 Westward Drive North Port FL 34291	INSURER(S) AFFORDING COVERAGE <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 80%;">INSURER A: FCBI - Safety National Casualty Corporation</td> <td style="width: 20%;">NAIC #: 15105</td> </tr> <tr> <td>INSURER B:</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER A: FCBI - Safety National Casualty Corporation	NAIC #: 15105	INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:	
INSURER A: FCBI - Safety National Casualty Corporation	NAIC #: 15105												
INSURER B:													
INSURER C:													
INSURER D:													
INSURER E:													
INSURER F:													

COVERAGES **CERTIFICATE NUMBER:** CL2072904837 **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	ADDITIONAL		POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
		INSR	WVD					
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER						EACH OCCURRENCE: \$ DAMAGE TO RENTED PREMISES (Per occurrence): \$ MED EXP (Any one person): \$ PERSONAL & ADV INJURY: \$ GENERAL AGGREGATE: \$ PRODUCTS - COMPOUND AGG: \$	
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED <input type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> AUTOS ONLY						COMBINED SINGLE LIMIT (Per accident): \$ BODILY INJURY (Per person): \$ BODILY INJURY (Per accident): \$ PROPERTY DAMAGE (Per accident): \$	
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE: \$ AGGREGATE: \$	
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in MN) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N Y	N/A	108-55590	10/02/2020	10/02/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER EL EACH ACCIDENT: \$ 1,000,000 EL DISEASE - FA EMPLOYEE: \$ 1,000,000 EL DISEASE - POLICY LIMIT: \$ 1,000,000	

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

General Land Management Services and As-needed Facility and Pipeline Mowing and Ground Maintenance Services 30 day written notice of cancellation.

CERTIFICATE HOLDER Peace River Manasota Regional Water Supply Authority 8415 Town Center Parkway Lakewood Ranch FL 34202	CANCELLATION 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:
--	---

Sarasota County Business Tax Receipt

2020-21

THIS TAX DOES NOT ASSURE QUALITY OF WORK OR CONFIRM THAT REGULATORY OR ZONING REQUIREMENTS HAVE BEEN MET. IT IS THE OWNER'S RESPONSIBILITY TO ENSURE COMPLIANCE.

Account No.
990010001766

Business Type: SERVICE
Business Address: HVMI LLC
8702 WESTWARD DR
NORTH PORT uninc FL 34291

PAID: 7226735.0001 6/27/2020 \$14.43

HVMI LLC
8702 WESTWARD DR
NORTH PORT FL 34291

All businesses in Sarasota County are responsible for complying with the Sarasota County mandatory recycling ordinance.

Sarasota County Tax Collector
Barbara Ford-Coates
101 S. Washington Blvd., Sarasota, FL 34236
(941) 861-8300, option 3
www.SarasotaTaxCollector.com
info@SarasotaTaxCollector.com

Valid until 9/30/2021

2020 / 2021 CHARLOTTE COUNTY LOCAL BUSINESS TAX RECEIPT

MUST BE DISPLAYED IN A CONSPICUOUS PLACE

ACCOUNT 16222
EXPIRES SEPTEMBER 30, 2021

TYPE OF BUSINESS 561730 Landscaping Services (LANDSCAPING SERVICES)

RENEWAL

BUSINESS ADDRESS VARIOUS
CHARLOTTE COUNTY, FL 33948

BUSINESS NAME HVMI LLC

AMOUNT 35.00
PENALTY 0.00

OWNER ERIC S HOWES

TOTAL 35.00

MAILING ADDRESS 8702 WESTWARD DR
NORTH PORT, FL 34291

THIS FORM BECOMES A RECEIPT ONLY WHEN VALIDATED

Paid 07/15/2020 Receipt # INT-00039215 35.00

Florida Department of Agriculture and Consumer Services
Pesticide Certification Office
Commercial Applicator License
License # CM23678

HOWES, ERIC SCOTT
8702 WESTWARD DR
NORTH PORT, FL 34291

Categories
6

Issued: January 8, 2020

Expires: June 30, 2023

Signature of Licensee

Nicole Fried
NICOLE "NIKE" FRIED, COMMISSIONER

This license is valid only if it is renewed on or before the expiration date. If it is not renewed, it is void.

CITY OF NORTH PORT
BUSINESS TAX RECEIPT
Valid Thru September 30, 2021

HVMI LLC
8702 WESTWARD DR

NORTH PORT FL 34291

HOWES, ERIC & MILISSA
*OUT OF AREA
NORTH PORT FL 34287

Issue Date: September 02, 2020

This Business Tax Receipt is hereby issued for the occupation of CONTRACTOR - LANDSCAPING. The Business Tax Receipt Number is 21-00004888 and is valid with the City of North Port at 4970 City Hall Blvd. North Port, FL 34286.

COMMENTS: EXCAVATING
RESTRICTIONS:

The person, firm or corporation named above is granted this Business Tax Receipt to the provision of Chapter 34 of the North Port Code of Ordinances. Issuance of this tax receipt is not an endorsement, or certification of compliance with other ordinances or laws. This tax receipt does not assure quality of work or confirm that regulatory or zoning requirements have been met. Holder must comply with all city ordinances and state codes.

This Business Tax Receipt must be exhibited conspicuously at your place of business.

PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY

Hon. Alan Mau
Sarasota County

Hon. Elliot A. Langford
DeSoto County

Hon. Bill Fries
Charlotte County

Hon. George Kruse
Manatee County

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

**Request for Proposal: As Needed General Mowing and Ground Maintenance
Services**

Memorandum - Addendum 1

May 26, 2021

Attached please find the sign in sheet and presentation materials from the Mandatory Pre-Submittal Meeting held at the Peace River Facility on May 25, 2021 for the As Needed General Mowing and Ground Maintenance Services Request for Proposal.

PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY

Hon. Alan Male
Suwannee County

Hon. Ebon A. Langford
DeSoto County

Hon. Bill Truex
Charlotte County

Hon. George Kruse
Manatee County

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

Request for Proposal: As Needed General Mowing and Ground Maintenance Services

Memorandum - Addendum 2

June 1, 2021

Responses to Questions:

1. Question: Does the hourly rate for equipment need to include mobilization cost?

Response: Pursuant to page 11 of the As Needed Mowing and Grounds Maintenance Services Request for Proposal, all rates included as a part of Exhibit A, "Fee Schedule" shall include all labor, tools and consumables, which would include any mobilization and or other costs.

Information Packet/Submittal of
Qualifications
for
As-Needed Mowing and
Ground Maintenance Services

Peace River Manasota Regional Water
Supply Authority
June 15, 2021



SUMNER LAND MANAGEMENT
15015 Heritage Trail Ln.
Balm, FL 33503
813-323-4798
Sumnerlandmanagement@gmail.com
Joseph Sumner, President

TABLE OF CONTENTS

- Qualifications Requirements
- Disclosures
- Team Resumes
- Example Projects
- Equipment List/Photos
- Required Forms
 - Project Manager and Project Team Key Personnel
 - Signed Public Entity Crime Form
 - Reference Form
 - Exhibit A – Labor Fee Schedule
 - Exhibit A – Equipment Fee Schedule



Response to Statement of Qualification Requirements:

Submitted by:

Sumner Land Management, LLC
15015 Heritage Trail
Balm, FL 33503
813-323-4978

Joe Sumner, President sumnerlandmanagement@gmail.com

LICENSURES

2020 - 2021 HILLSBOROUGH COUNTY BUSINESS TAX RECEIPT EXPIRES SEPTEMBER 30, 2021

2020-2021 OCC CODE 280 066000 PERFORMS SERVICES FOR CONSTRUCTION CONTRACTORS 1 Employees	2020-2021 RENEWAL 272364	Receipt Fee 22.00 Hazardous Waste Surcharge 0.00 Law Library Fee 0.00
--	--------------------------------	---

BUSINESS SUMNER LAND MANAGEMENT LLC
15015 HERITAGE TRAIL
BALM, FL 33503

2020 - 2021

NAME SUMNER LAND MANAGEMENT LLC
MAILING PO BOX 404
ADDRESS BALM, FL 33503

Paid 20-0-426579
06/11/2021 27.50

BUSINESS TAX RECEIPT NANCY C MILLAN, TAX COLLECTOR
REG-423-506
THIS BECOMES A TAX RECEIPT WHEN VALIDATED.

Licensed Pesticide Applicator Detail

Print Close

Applicator's Name City, State
MEDINA, JUSTIN L WIMAUMA, FL

License No. License Status License Type
CM23587 Normal Commercial RUP Applicator License

License Categories
Aquatic Pest Control, Natural Areas Weed Management

Original Issue Date Last Issue Date Expiration Date
5/6/2015 5/31/2019 5/31/2023

Company Name
Agent Count: 0

Licensed Pesticide Applicator Detail

Print Close

Applicator's Name City, State
ROSE, CHAD KYLE SAINT PETERSBURG, FL

License No. License Status License Type
CM23513 Normal Commercial RUP Applicator License

License Categories
Aquatic Pest Control, Natural Areas Weed Management

Original Issue Date Last Issue Date Expiration Date
6/26/2018 6/26/2018 6/30/2022

Company Name
Agent Count: 0

DISCLOSURES

NO Disclosure of whether Consultant or sub-consultants currently represents Charlotte, DeSoto, Manatee or Sarasota Counties and/or the City of North Port (Customers), in any capacity and descriptions of such representation if applicable.

NONE Disclosure of any current litigation the Consultant or sub-consultant is a party to against any of the Customers, either directly or retained for testimony and expertise on behalf of any other entity in litigation against the Authority or any of its Customers and a description of such litigation if applicable

NONE Disclosure of any litigation against Consultant or sub-consultant for breach of contract for work performed for a Florida public entity within the last five years.

As-Needed Mowing & Ground Maintenance Services
Request for Proposals



RESUME

NAME JOE SUMNER	ROLE IN THIS CONTRACT JOB SUPERVISOR/POC Security Inspector	YEARS EXPERIENCE	
		a. TOTAL 15	b. WITH CURRENT FIRM 3.5

FIRM NAME AND LOCATION (City and State)

Sumner Land Management Balm, FL

EDUCATION (DEGREE AND SPECIALIZATION)

Riverview High School Riverview, FL 2004

CURRENT PROFESSIONAL REGISTRATION (STATE AND DISCIPLINE)

OTHER PROFESSIONAL QUALIFICATIONS (Publications, Organizations, Training, Awards, etc.)

<p>CORE</p> <p>Controlled Burning</p> <p>BMP – Best Management Practices</p> <p>FDOT Maintenance of Traffic</p>	<p>Certified 2014 through IFAS</p> <p>Certified 2013 through Florida Dept. of Forestry</p> <p>Certified 1/2016 - through State of Florida</p> <p>Certified 1/2016 - through State Florida</p>
--	---

PROJECT EXPERIENCE

Waste Connections - Sun Country Landfill – Balm, FL

Work Performed: Mowing of Sun Country Landfill located in Riverview FL. Site includes 2 landfill cells of 3:1 slopes as well as many flars, monitoring wells above ground obstructions. Site is mowed 4-6 times per year. Bi weekly mowing also performed on front entrance of site. Total site = 400 acres

Dates of service June 2014- Ongoing. Site is mowed 10 times per year.

South West Florida Water Management - Medard Reservoir Site mowing - Lithia, FL

Mowing of Medard Reservoir located in Lithia FL. Site covers 50 acres which includes 3:1 slopes that can not be damaged due to monthly army core inspections. Small machines are used as well as Large tractor mowing. Monitoring wells are line trimmed and kept clean of grass clippings.

Dates of Service: Feb 2017- Ongoing .

Waste Connections - RIP Landfill Site – Homosassa, FL

Work Performed: Mowing of RIP Landfill (closed site) in Homosassa FL. Site includes 3:1 slopes and many monitoring wells. Landscape mowing mowing performed around office and front entrance. Total Site 130 acres.

Dates of Service: September 2019- Ongoing. Site is Mowed 1-2 times per year.

Southwest Fl Water Management District – Multiple Sites

South Region Trail and Pasture Mowing: Mowing of seven different sites using 15' bat wing mowers.

\$12,000 Dates of Service: 11/2018-06/2019

Mowing and Maintenance for Waste and Recycling - Polk County

Provide the necessary labor, material, equipment and supervision to perform grounds maintenance services at the North Central Landfill, Northeast Landfill and Southeast Landfill, which includes but is not limited to, landscape mowing, slope mowing, ditch mowing and clearing, trimming, hedging, weeding, litter pick-up, and minor tree trimming. North Central Site 600 acres, North East Site 100 acres, Southeast Site 100 acres.



RESUME

NAME BRANDON SANDERS	ROLE IN THIS CONTRACT Supervisor/PM	YEARS EXPERIENCE	
		3. TOTAL 11	b. WITH CURRENT FIRM 5.0
FIRM NAME AND LOCATION (City and State) Sumner Land Management Balm, FL			
EDUCATION (DEGREE AND SPECIALIZATION) Riverview High School, FL 2007		CURRENT PROFESSIONAL REGISTRATION (STATE AND DISCIPLINE)	

OTHER PROFESSIONAL QUALIFICATIONS (Publications, Organizations, Training, Awards, etc.)

CORE	Certified 2014 through IFAS
Controlled Burning	Certified 2013 through Florida Dept. of Forestry
FL DEP	Completion 2016-Best Management Practices FL Green Industries
FDOT Maintenance of Traffic	Certified 1/2016 – through State Florida

PROJECT EXPERIENCE

Waste Connections - Sun Country Landfill – Balm, FL

Work Performed: Mowing of Sun Country Landfill located in Riverview FL. Site includes 2 landfill cells of 3:1 slopes as well as many flars, monitoring wells above ground obstructions. Site is mowed 4-6 times per year. Bi weekly mowing also performed on front entrance of site. Total site = 400 acres

Dates of service June 2014- Ongoing. Site is mowed 10 times per year.

South West Florida Water Management - Medard Reservoir Site mowing - Lithia, FL

Mowing of Medard Reservoir located in Lithia FL. Site covers 50 acres which includes 3:1 slopes that can not be damaged due to monthly army core inspections. Small machines are used as well as Large tractor mowing. Monitoring wells are line trimmed and kept clean of grass clippings.

Dates of Service: Feb 2017- Ongoing .

Waste Connections - RIP Landfill Site – Homosassa, FL

Work Performed: Mowing of RIP Landfill (closed site) in Homosassa FL. Site includes 3:1 slopes and many monitoring wells. Landscape mowing mowing performed around office and front entrance. Total Site 130 acres. Dates of Service: September 2019- Ongoing. Site is Mowed 1-2 times per year.

Southwest Fl Water Management District – Multiple Sites

South Region Trail and Pasture Mowing: Mowing of seven different sites using 15’ bat wing mowers.

\$12,000 Dates of Service: 11/2018-06/2019

Mulch, Disk, Level, Compact and Repair Fire Lane @ Rv Griffin

This repair included mulching, disking, leveling and compaction for a total distance of 3150 feet. The second fire lane repair of 390 feet included mulching only. Using mulching machine the palmettos were mulched to a level and smooth condition, using a tractor and disk to disk the fire lane numerous times. Tractor and box blade were then used to level the fire lane in preparation for compaction. Tractor and roller were used to compact the level fire lane to allow a 12 foot wide traffic better access on the completed fire lane. May 2019 Cost- \$12,093



RESUME

NAME LANCE PHILMON	ROLE IN THIS CONTRACT Operator	YEARS EXPERIENCE	
		a. TOTAL 5	b. WITH CURRENT FIRM 2.5
FIRM NAME AND LOCATION (City and State) Sumner Land Management Balm, FL			
EDUCATION (DEGREE AND SPECIALIZATION) Riverview High School, FL 2007		CURRENT PROFESSIONAL REGISTRATION (STATE AND DISCIPLINE)	
OTHER PROFESSIONAL QUALIFICATIONS (Publications, Organizations, Training, Awards, etc.)			

RELEVANT PROJECTS

Rhodine Scrub/Balm-Boyette Scrub Heavy Mowing

Reduce all small to medium-sized trees and shrubs in designated treatment area by cutting stems to ground level. The primary target species include, but are not limited to: oak, sand pine, saw palmetto, wax myrtle, slash pine, Brazilian pepper. Palmettos, trees and shrubs larger than 6 inches DBH (diameter at ~4.5 feet above ground) are exempt from treatment in the boundary fire lane treatment areas. Target vegetation that is inaccessible to equipment due to clumps of trees larger than 6" DBH are exempt from treatment.

Date: June 2021 Cost: \$17,000

South West Florida Water Management - Medard Reservoir Site mowing - Lithia, FL

Mowing of Medard Reservoir located in Lithia FL. Site covers 50 acres which includes 3:1 slopes that can not be damaged due to monthly army core inspections. Small machines are used as well as Large tractor mowing. Monitoring wells are line trimmed and kept clean of grass clippings.

Dates of Service: Feb 2017- Ongoing .

RV Griffin Reserve North Trails Trim Mow Mulch Services

Tree trimming is considered minor cleaning and trimming requiring no full tree removal. Tree trimming includes disposal of tree limbs by hand off the trails close to the trees or using a mulching machine on the trails for grinding of down limbs in place, plus using pole saws as needed to protect the trees. Mulching of palmettos also occurs in place and all roots are mulched to a smooth level condition at normal land surface height to allow future mowing.

The total selected trail distance is 33,386 feet. Selected trails that require mowing only is estimated at a total length of 3,567 feet. Selected trails that require mowing and tree trimming is estimated at a total length of 19,362 feet. Selected trails that require mowing and spot mulching is estimated at a total length of 6,289 feet.

\$61,000 Dates of Service: 11/2018-06/2019

Rhodine Scrub - Mechanical Fuel Reduction and Palmetto Mowing. Riverview, FL

40 acres of mechanical mowing of Palmettos and other shrubs at Rhodine Scrub.

Start/Compl. Dates: 7/25/16-8/25/16. Schedule: Project was delayed due to weather conditions.



RESUME

NAME JOHNNY DUPREE	ROLE IN THIS CONTRACT Operator	YEARS EXPERIENCE	
		a. TOTAL 10	b. WITH CURRENT FIRM 2.0
FIRM NAME AND LOCATION (City and State) Sumner Land Management Balm, FL			
EDUCATION (DEGREE AND SPECIALIZATION) Riverview High School, FL		CURRENT PROFESSIONAL REGISTRATION (STATE AND DISCIPLINE)	
OTHER PROFESSIONAL QUALIFICATIONS (Publications, Organizations, Training, Awards, etc.)			

RELEVANT PROJECTS

<p>South West Florida Water Management - Medard Reservoir Site mowing - Lithia, FL Mowing of Medard Reservoir located in Lithia FL. Site covers 50 acres which includes 3:1 slopes that can not be damaged due to monthly army core inspections. Small machines are used as well as Large tractor mowing. Monitoring wells are line trimmed and kept clean of grass clippings. Start/Compl. Dates: 2/2017-on going Schedule: on time/on budget</p>
<p>Southwest FI Water Management District – South Region Trail South Region Trail and Pasture Mowing: Mowing of seven different sites using 15’ bat wing mowers. Start/Compl. Dates: 11/2018-06/2019 Schedule: on time/on budget</p>
<p>Southwest FI Water Management District - North Region Preserve and Trail Mowing. Contract included mowing of trails and pastures using 15’ bat wings. Start/Completion : 11/2018 – 06/2019 Schedule: on time/on budget</p>



Representative Projects

Waste Connections - Sun Country Landfill – Balm, FL

Work Performed: Mowing of Sun Country Landfill located in Riverview FL. Site includes 2 landfill cells of 3:1 slopes as well as many flars, monitoring wells above ground obstructions. Site is mowed 4-6 times per year. Bi weekly mowing also performed on front entrance of site. Total site = 400 acres

Dates of service June 2014- Ongoing. Site is mowed 10 times per year.

South West Florida Water Management - Medard Reservoir Site mowing - Lithia, FL

Mowing of Medard Reservoir located in Lithia FL. Site covers 50 acres which includes 3:1 slopes that can not be damaged due to monthly army core inspections. Small machines are used as well as Large tractor mowing. Monitoring wells are line trimmed and kept clean of grass clippings.

Dates of Service: Feb 2017- Ongoing .

Mowing and Maintenance for Waste and Recycling - Polk County

Provide the necessary labor, material, equipment and supervision to perform grounds maintenance services at the North Central Landfill, Northeast Landfill and Southeast Landfill, which includes but is not limited to, landscape mowing, slope mowing, ditch mowing and clearing, trimming, hedging, weeding, litter pick-up, and minor tree trimming. North Central Site 600 acres, North East Site 100 acres, Southeast Site 100 acres.

Rhodine Scrub/Balm-Boyette Scrub Heavy Mowing

Reduce all small to medium-sized trees and shrubs in designated treatment area by cutting stems to ground level. The primary target species include, but are not limited to: oak, sand pine, saw palmetto, wax myrtle, slash pine, Brazilian pepper. Palmettos, trees and shrubs larger than 6 inches DBH (diameter at ~4.5 feet above ground) are exempt from treatment in the boundary fire lane treatment areas. Target vegetation that is inaccessible to equipment due to clumps of trees larger than 6" DBH are exempt from treatment.

Date: June 2021 Cost: \$17,000



EQUIPMENT LIST

TRACTORS	
QUANTITY	DESCRIPTION
1	100hp John Deere 6410
1	100hp John Deere 6115
1	John Deere 4240
1	John Deere 7810
1	John Deere 6420
1	John Deere 5510
1	250hp Steiger (PUMA)
1	Case Steiger 330 w/Dual Forestry Tires
1	Caterpillar 299D Skid Steer w/Fecon Mulcher
1	2016 John Deere 6115 with duals
1	2020 John Deere 6155 with duals
1	2014 Barko 930 B with fecon mulching head
2	2002 Kotmatsu 210 excavator
3	Cat 299 skid steers with Cimaf Mulching Heads
1	2016 Challenger tractor with 30' boom mower

ZERO TURN MOWERS	
QUANTITY	DESCRIPTION
1	54" John Deere Z425
1	72" Kubota ZD331
1	72" Kubota ZD326H
1	60" Gravely
1	60" Kubota ZD331

UTVs	
QUANTITY	DESCRIPTION
1	2013 Polaris Ranger 4x4
1	2014 Polaris Ranger 6 x 6
1	2006 Honda Rencon



MOWERS	
QUANTITY	DESCRIPTION
2	15' Landpride 3615
1	5' Landpride RCR15
2	15' Bush Hog 3815
1	15' Rhino Fm
1	10' Bush Hog 3610
1	10' John Deere Hx10
1	6' Brown MF

TRUCKS	
QUANTITY	DESCRIPTION
1	1996 Freightliner FL-70
1	2016 F250 4x4
1	2006 Ford F20 4x4
1	2006 Ford F350 4x4
1	2003 Ford F20 4x4
1	1996 Ford F35 4x4
1	2012 Chevy 3500 4x4
1	2006 Dodge 1500 4x4
1	Custom Off Road Swamp Buggy (Aquatic Spraying)

TRAILERS	
QUANTITY	DESCRIPTION
1	32' Protrak Gooseneck Trailer
1	32' Circle W Flat Bed
1	16' Proline Lawn Trailer
1	18' Proline Lawn Trailer
1	32' Big Tex Flat Bed
1	20' Enclosed Equipment Trailer



MISCELLANEOUS EQUIPMENT	
QUANTITY	DESCRIPTION
4	Stihl Line Trimmers
2	Stihl Back Pack Blowers
2	Stihl Weed Edgers
2	Stihl Hedge Trimmers
2	25gal Spray Tanks
1	500gal Bomm sprayer w/24' boom arms
1	12ft wide AMCO Disc w/28" blades
1	8ft wide AMCO Disc w/ 24" blades
1	Athens Disc 287 16ft w/ 32" blades
2	6ft grove discs
1	6ft Rototiller
1	150gal Mobil Spray Tank w/pump
1	55 gal skid Sprayer w/Honda motor
1	12ft wide Straight Blade Roller Chopper
1	10ft wide Straight Blade Roller Chopper
1	Marden 12-32 Roller Chopper
1	500lb Spreader
1	10ft wide Pasture Roller
1	12ft wide Pasture Roller
Various	Tools, loopers shovels, rakes



REQUIRED FORM

Project Manager and Project Team Key Personnel For General Land Management 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 function, area of expertise work license and Employer.				
Person's Name	Job Classification	Area of Expertise	Employer	Office Location
Joe Sumner* * Point of Contact	Project Mgr. Security Inspection	Mowing, Cutting Project Management	Sumner Land Management	Balm, FL
Brandon Sanders	Supervisor/ Operator	Mowing, Cutting, Trimming, Discing	Sumner Land Management	Balm, FL
Lance Philmon	Operator/ Laborer	Mowing, Cutting, Trimming	Sumner Land Management	Balm, FL
Johnny Dupree	Operator	Mowing, Cutting, Trimming	Sumner Land Management	Balm, FL



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 Joseph Sumner, President
(Print individual's name and title)

for Sumner Land Management
(Print name of entity submitting sworn statement)

whose business address is 15015 Heritage Trail Ln. Balm, FL 33510

and (if applicable) its Federal Employer Identification Number (FEIN) is 46-2882676
(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____).

2. I understand that a "public entity crime" as defined in Section 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid, proposal, reply, or contract for goods 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 Section 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an "affiliate" as defined in Section 287.133(1)(a), Florida Statutes, means:
- a) A predecessor or successor of a person convicted of a public entity crime; OR
 - b) An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
5. I understand that a "person" as defined in Section 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members and agents who are active in management of an entity.

6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. **(Indicate which statement applies.)**

X Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

___ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

___ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. **(Attach a copy of the Final Order.)**

I UNDERSTAND THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES, FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

(Signature) 6/14/21
(Date)

STATE OF Florida

COUNTY OF Hillsborough

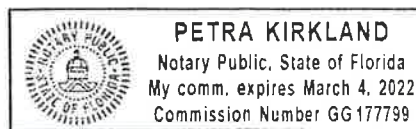
The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 15 day of June, 2021 by Joseph Sumner as President of Sumner Land Mngt., a _____ company organized under the laws of the State of _____, on behalf of the company, who is personally known to me or has produced Drivers License _____ as identification.

Petra Kirkland

Notary Public
Name (Printed) Petra Kirkland

My commission expires 3-4-22

(Printed typed or stamped Commissioned name of Notary Public)



REQUIRED FORM - REFERENCES

Contractor Name:	Sumner Land Management
#1 - Reference Entity:	Southwest Florida Water Management District
Reference Contact Person:	Mike Ames, Field Operations Supervisor Southwest Florida Water Management District
Reference Address:	7601 US Highway 301 North Tampa, Florida, 33637
Reference Email Address:	michael.ames@swfwmd.state.fl.us
Reference Phone No.:	(813) 985-7481 Ext 2067 (813) 781-2712 Cell
Project Name:	South West Florida Water Management - Medard Reservoir Site mowing - Lithia, FL
Project Location:	Hillsborough County
Contractor Project Manager:	Joe Sumner
Contract Amount:	\$ 13,750.00/yr
Date Project Commenced:	January 2021
Date of Final Completion:	On-going
Description of Work Performed:	Mowing of Medard Reservoir located in Lithia FL. Site covers 50 acres which includes 3:1 slopes that cannot be damaged due to monthly army core inspections. Small machines are used as well as large tractor mowing. Monitoring wells are line trimmed and kept clean of grass clippings.



Contractor Name:	Sumner Land Management
#2 - Reference Entity:	Waste Connections
Reference Contact Person:	Brad Robbins, Project Manager
Reference Address:	11457 CR 672 Balm, Fl. 33569
Reference Email Address:	brad.robbins@wasteconnections.com
Reference Phone No.:	321-354-4597
Project Name:	Sun Country landfill Site Mowing
Project Location:	Riverview, FL
Contractor Project Manager:	Joe Sumner
Contract Amount:	\$60,000/annually
Date Project Commenced:	August 2014
Date of Final Completion:	On-going
Description of Work Performed:	Project includes over 300 acres of slope mowing, small machine mowing and landscape finish mowing.



Contractor Name:	Sumner Land Management
#3 - Reference Entity:	Polk County
Reference Contact Person:	Beau McCall, Engineering Dept. Waste & Recycling Division
Reference Address:	10 Environmental Loop South Winter Haven, Fl. 33880
Reference Email Address:	BeauMcCall@polk-county.net
Reference Phone No.:	Tel: (863) 284-4319 Cell: (863) 344-2195
Project Name:	Mowing & Maintenance for Waste & Recycling Polk County
Project Location:	Multiple locations
Contractor PM:	Joe Sumner
Contract Amount:	\$215,000.00
Date Project Commenced:	11/20/2013
Date of Final Completion:	6/13/2014
Description of Work Performed:	Provide the necessary labor, material, equipment and supervision to perform grounds maintenance services at the North Central Landfill, Northeast Landfill and Southeast Landfill, which includes but is not limited to, landscape mowing, slope mowing, ditch mowing and clearing, trimming, hedging, weeding, litter pick-up, and minor tree trimming. North Central Site 600 acres, North East Site 100 acres, Southeast Site 100 acres.



REQUIRED FORM – EXHIBIT A – FEE SCHEDULE

As-Needed Mowing & Ground Maintenance Services	Unit Cost	Year 1	Year 2	Year 3	Year 4	Year 5
Peace River Facility Finish Mowing & Ground Maintenance Services: Finish cut (4" ht) mowing, string trimming, edging, herbicide & debris blowing.	Per crite	N/A				
Ph 1A facility Finish Mowing & Ground Maintenance Services: Finish cut (4" ht) mowing, string trimming, edging, herbicide & debris blowing.	Per cut	N/A				
Project Prairie Facility Finish Mowing & Ground Maintenance Services: Finish cut (4" ht) mowing, string trimming, edging, herbicide & debris blowing.	Per cut	N/A				
General Finish Mowing: Finish cut (4" height) mowing	Per hour	\$52.00	\$53.00	\$54.00	\$55.00	\$56.00
Bush Hog Tractor Mowing: Bush Hog (6" height) mowing	Per acre	\$41.00	\$42.00	\$43.00	\$44.00	\$45.00
Specialized Slope Mowing: Slope Tractor & Mower (6" height) equipped for mowing embankments & other slopes of 3:1 or lessor slope	Per acre	\$79.00	\$81.00	\$83.00	\$85.00	\$87.00
Specialized Boom Mowing: Tractor with Boom Mower (6" height) equipped for mowing a 30' reach on embankments with slopes 3:1 or greater slop	Per hour	\$115.00	\$116.00	\$117.00	\$118.00	\$119.00

Ancillary Grounds Maintenance Services**	Unit Cost	Year 1	Year 2	Year 3	Year 4	Year 5
String Trimming & Edging	Per hour	\$29.00	\$30.00	\$31.00	\$32.00	\$33.00
Landscape Trimming / Mulching	Per hour	\$28.00	\$29.00	\$30.00	\$31.00	\$32.00
Tree Trimming	Per hour	\$28.00	\$29.00	\$30.00	\$31.00	\$32.00
Weed Pulling	Per hour	\$28.00	\$29.00	\$30.00	\$31.00	\$32.00
Herbicide Application	Per hour	\$45.00	\$46.00	\$47.00	\$48.00	\$49.00
Fertilizer Application	Per hour	N/A				
Pesticide Application	Per hour	N/A				



PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY
BOARD OF DIRECTORS MEETING
August 4, 2021

CONSENT AGENDA
ITEM 7

Approve Firms for ‘As Needed General Land Management Services’

Recommended Action -

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

The Authority’s three (3) existing As Needed General Land Management Services contracts will expire in December 2021. Requests for Proposals (RFPs) were requested in accordance with the Authority’s Procurement Policy and seven (7) RFPs were received by the June 15, 2021 deadline. All RFPs were reviewed and ranked by the Professional Services Evaluation Committee at a public meeting on June 28, 2021. Services under these contracts typically consist of mowing of pastures, applying herbicides to control exotic/invasive vegetation, cutting, and maintaining fire lanes, performing prescribed burns, trapping and removal of exotic/nuisance hogs, inspection and maintenance of fences, signs, gates, internal roads, and trails, planting native vegetation, supporting site security, and providing advice and counsel regarding maintenance and land stewardship.

Staff recommends the Authority Board of Directors approve the recommended list of firms below for award of contracts for ‘As Needed General Land Management Services’ and authorize the Executive Director to execute Agreement for As Needed General Land Management Services with each respective firm contingent on review of contract required documents by Authority General Counsel. Proposed contracts have a five-year initial term with up to two additional one-year extensions.

Short List of Recommended Firms (Listed Alphabetically)	Office Location
Groundlevel, Inc.	Wauchula, FL
Natural Resources, LLC	Arcadia, FL
Sumner Land Management, LLC	Balm, FL

Budget Action: No action needed.

Attachments:

Tab A Staff Memo

Tab B Supporting Documentation and Services Agreement, RFP Submittals (Electronic Format)

TAB A
Staff Memo

MEMORANDUM

DATE: August 4, 2021
TO: Authority Board of Directors
FROM: Patrick Lehman, Executive Director
RE: Consultant Selection for “As Needed General Land Management 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 Proposal submittals. Staff recommends that the short list of three (3) firms below be approved by the Board for award of a Contract for “As Needed General Land Management Services” with the Authority.

Short List of Recommended Firms (Listed Alphabetically)	Office Location
Groundlevel, Inc.	Wauchula, FL
Natural Resources, LLC	Arcadia, FL
Sumner Land Management, LLC	Balm, FL

Background

The Authority has need to retain firms for As Needed General Land Management Services to support established land management goals and stewardship on Authority properties and may include mowing of pastures, applying herbicides to control exotic/invasive vegetation, cutting and maintaining fire lanes, performing prescribed burns, trapping and removal of exotic/nuisance hogs, inspection and maintenance of fences, signs, gates, internal roads and trails, planting native vegetation, supporting site security, and providing advice and counsel regarding maintenance and land stewardship. Assignments under these contracts will typically be the work contemplated in the Authority’s budget for Land Management. Authority Customers have similar contractual arrangements often referred to as a “library”, or “as-needed” consultants.

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

- Executive Director approval of individual work authorizations up to \$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 5-year initial term, with two – one-year extensions if mutually agreeable.

The Authority solicited Requests for Proposals (RFP's) for the As Needed General Land Management Services and seven (7) RFP's were timely received on June 15, 2021 from the firms listed in alphabetical order below.

Firms Submitting RFP (Listed Alphabetically)	Office Location
A+ Environmental Restoration	Arcadia, FL
Aquagenix	Sarasota, FL
*Groundlevel, Inc.	Wauchula, FL
HVMI, LLC	North Port, FL
Lott Agri Services LLC	Venus, FL
*Natural Resources LLC	Arcadia, FL
*Sumner Land Management, LLC	Balm, FL

Asterisk (*) indicates firm on short list

All RFP's were reviewed and evaluated in accordance with the Authority's Procurement Policy based on criteria including: contractor qualifications and experience; contractor resources and equipment; fee schedule; contractor references; and office proximity to Authority service area.

Based on this evaluation, a short list of three (3) firms is recommended for Board approval of Agreements for the "As Needed General Land Management Services."

Supporting documents attached to this memorandum include:

- 1) Request for Proposals
- 2) Information Package for As Needed General Land Management Services
- 3) Agreement form for As Needed General Land Management Services
- 4) Professional Services Evaluation Committee Documents
- 5) Notice of Intended Decision

**NOTICE OF INTENDED DECISION FOR AWARD OF CONTRACTS -
AS-NEEDED GENERAL LAND MANAGEMENT SERVICES**

Recommended Action -

Motion to approve list of firms and authorize the Executive Director to execute agreement for As-Needed General Land Management Services with each respective firm contingent in review by Authority General Counsel.

Proposals were requested from consultants for the purpose of providing ‘General Land Management Services’ in accordance with the Authority’s Procurement Policy. Seven (7) proposals were timely received by the June 15, 2021 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 a continuing services contract for ‘As-Needed General Land Management Services’ at the Authority Board Meeting on August 4, 2021.

Firms (listed alphabetically)	Office Location
Groundlevel, Inc.	Wauchula, FL
Natural Resources, LLC.	Arcadia, FL
Sumner Land Management, LLC	Balm, 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: July 2, 2021

Peace River Manasota Regional Water Supply Authority
 As Needed Land Management Services
 PSEC Meeting: June 28, 2021 @ 10:00 am
 8998 SW CR 769, Arcadia, FL 34269

CONTRACTOR	Criteria					TOTAL
	1 (30 points)	2 (25 points)	3 (25 points)	4 (15 points)	5 (5 points)	(100 points)
A+ Environmental	18	17.5	15.75	14	5	70.25
Aquagenix (DBI)	14.5	13.25	14	11.25	4.25	57.25
Groundlevel	24.75	23.75	22	14.25	3.75	88.5
HVMI	20.5	18.75	20	13.25	5	77.5
Lott Agri Services	21.75	21	19	13.75	3.5	79
Natural Resources	29.25	25	25	13.75	5	98
Sumner Land Management	25.75	22.25	17.25	13.25	3	81.5

2 *

1 *

3 *

Criteria:

- 1 Contractor Competence/Qualifications
- 2 Contractor Resources & Equipment
- 3 Fee Schedule
- 4 Contractor References
- 5 Office Proximity to Authority Service Area

Member Signatures:


 Sam Stone, Land & Environmental Services Manager


 Chris Rogers, Project Manager III


 Shalina Odegard, Environmental Specialist III


 Daniel Roberts, Environmental Specialist II

TAB B

Supporting Documentation, Services Agreement, Firm RFP Submittals (Electronic Format)

**PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY
REQUEST FOR PROPOSALS
for
GENERAL LAND MANAGEMENT SERVICES**

The Peace River Manasota Regional Water Supply Authority (“Authority”) is requesting proposals from any entity (“Contractors”) for the purpose of providing general land management services on the Peace River Facility site and RV Griffin Reserve located in DeSoto County, Florida (“Property”). These services will support established land management goals and stewardship on the Property and may include mowing of pastures, applying herbicides to control exotic/invasive vegetation, cutting and maintaining fire lanes, performing prescribed burns, trapping and removal of exotic/nuisance hogs on the Property, inspection and maintenance of fences, signs, gates, internal roads and trails, planting native vegetation, supporting site security, and providing advice and counsel regarding Property maintenance and land stewardship.

Proposals shall be submitted in accordance with the information packet containing details of the proposal submittal requirements (“Information Package”), which 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 May 28, 2021. All responses to questions and addenda, if applicable, will be posted on the Authority website; however, it shall be the responsibility of the Contractor, prior to submitting a proposal, to review the Authority’s website to determine if any addenda were issued and to make such addenda a part of its proposal.

A mandatory meeting and site visit will be held on May 25, 2021 at 10:30 AM EST at the Peace River Water Treatment Facility, Training Room located at 8998 SW County Road 769, Arcadia, Florida, 34269. A prospective Contractor is required to have a representative attend the meeting and site visit in its entirety. A representative of the Prime Contractor does not include a subcontractor. Prospective Contractors are responsible for ensuring their presence is reflected on the Official Sign-In/Sign-Out Sheet at the mandatory meeting and site visit. Because the Authority considers such a meeting and site visit to be critical to understanding the Request for Proposals requirements, representation at the meeting and site visit in its entirety is mandatory to qualify as a Contractor. Proposals received from Contractors not represented on the Official Sign-In/Sign-Out sheet from the mandatory meeting and site visit will be rejected.

Contractor selection will be in accordance with the Information Package and the Authority’s Procurement Policy (adopted December 5, 2018 or latest revision), which Contractors are hereby placed on notice of and are considered to be on constructive notice of all provisions contained therein. A copy of the Authority’s Procurement Policy is available on the Authority’s website. Contractors desiring to provide these professional services to the Authority must submit six (6) paper copies and one (1) electronic PDF copy on a USB drive of their proposal 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 June 15, 2021:

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

Dated this 14th day of May 2021

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

PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY

REQUEST FOR PROPOSALS INFORMATION PACKAGE

for AS-NEEDED GENERAL LAND MANAGEMENT SERVICES

The Peace River Manasota Regional Water Supply Authority (“Authority”) is requesting proposals from any entity (“Contractor(s)”) for the purpose of providing general land management services on the Peace River Facility site and RV Griffin Reserve located in DeSoto County, Florida (“Property”). These services will support established land management goals and stewardship on the Property and may include mowing of pastures, applying herbicides to control exotic/invasive vegetation, cutting and maintaining fire lanes, performing prescribed burns, trapping and removal of exotic/nuisance hogs on the Property, inspection and maintenance of fences, signs, gates, internal roads and trails, planting native vegetation, supporting site security, and providing advice and counsel regarding Property maintenance and land stewardship.

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 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 eighty (80) 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

Land management services to be provided by Contractor to the Authority from time-to-time, generally consisting of (but not limited to): mowing of pastures, applying herbicides to control exotic/invasive vegetation, cutting and maintaining fire lanes, performing prescribed burns, trapping and removal of exotic/nuisance hogs, inspection and maintenance of fences, signs, gates, internal roads and trails, planting native vegetation, supporting site security and providing advice and counsel regarding site maintenance and land stewardship (“General Land Management Services”). Work will be assigned on a project specific basis.

GENERAL PROJECT SCHEDULE

<u>Milestone</u>	<u>Expected Date of Completion</u>
(1) Advertise for Contractor Proposals	05/14/2021
(2) Mandatory Pre-Submittal Meeting	05/25/2021
(3) Final Date for Questions	05/28/2021
(4) Proposal Submittals Due to the Authority	06/15/2021
(5) PSEC ^(a) Meeting	06/28/2021
(6) Contractor Selection by the Authority Board of Directors	08/04/2021

(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.

CONTRACTOR SELECTION PROCESS

The Authority intends to select multiple Contractors to provide General Land Management Services. Contractor 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 proposal of the successful Contractor will be incorporated into a written agreement in terms acceptable to the Authority at its absolute discretion. By submitting a proposal, Contractor agrees to all the terms and conditions of this Request for Proposals and those included in the Authority's standard professional services contract. Questions and clarification related to this Request for Proposals or the Authority's standard professional services contract, must be submitted to the Authority as described below.

After issuance of this Request for Proposals, prospective Contractors or their agents, representatives or persons acting at the request of such Contractor 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 Proposals 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 May 28, 2021. **Contractors are responsible to review the Authority's website for the Authority's responses to any questions timely submitted.**

PROPOSAL REQUIREMENTS

A proposal must (at minimum) include the following:

1. Legal name, address, phone number and email of Contractor;
2. List of Contractor's partners/managers/sub-Contractors (if any) who would be utilized on Authority projects;
3. Principal office location(s) of Contractor and any proposed partners/sub-Contractors;
4. Legal form of company, i.e., partnership, corporation, joint venture (if joint venture, identify the members);
5. Copies of all current licenses, registrations, and certifications issued by federal, state, and local agencies, and any other licenses, registrations, or certificates from any other governmental entity with jurisdiction, allowing Contractor to perform the necessary work, including but not limited to Florida Certified Burn Manager License and Florida Certified Restricted Use Pesticide License and a copy of the Florida Forestry Service tabulation reflecting the number of burn authorizations for the last three (3) years;
6. Identification of Contractor'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 Contractor relating to the services requested herein, including budget, approximate project start date(s) and completion time information;
9. Disclosure of whether Contractor or sub-Contractor(s) previously represented or 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 Contractor or sub-Contractor(s) is a party to, or b) directly or indirectly involved (e.g., retained for testimony and expertise on behalf of any other entity; subpoenaed; etc.) that is against the Authority or any of the Customers, 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 Contractor or sub-Contractor(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. Name and contact information for at least three (3) references that are Florida public entities that have utilized services provided by Contractor similar to those required by this Request for Proposals; 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.
 - Exhibit A – Labor & Equipment Fee Schedules

Two or more Contractors may combine for the purpose of responding to this Request for Proposals provided that one Contractor is designated as the “Prime” Contractor and the other as a sub-Contractor and that the proposal was made without collusion and is in all respects, fair and in good faith.

The proposal shall be limited to no more than twenty (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.

Contractors desiring to provide these professional services to the Authority must submit six (6) paper copies and 1 electronic PDF copy on a USB drive of their proposal in accordance with the requirements contained in the information package to:

Peace River Manasota Regional Water Supply Authority
Attn: Patrick J. Lehman, Executive Director
RFP: As-Needed General Land Management Services
9415 Town Center Parkway
Lakewood Ranch, Florida 34202
(941) 316-1776

A Contractor’s proposal must be received no later than **2:00 p.m. Eastern Standard Time on June 15, 2021** at the above referenced address at which time and place the sealed proposals will be publicly opened. Proposals must be delivered by U.S. mail (postage prepaid), nationally recognized courier service, or by hand delivery. If proposals are sent via courier service, they must be placed in a sealed envelope properly identified within the courier package. It is the Contractor’s responsibility to ensure that its proposal 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. Proposals that are incomplete, conditional, obscure, or do not conform to the requirements contained in this Request for Proposals may be rejected as nonresponsive at the sole discretion of the Authority. The Authority reserves the right to reject all responses and not grant any award resulting from this Request for Proposals. The Authority also reserves the right to waive nonmaterial irregularities and technicalities and to re-advertise for additional proposals. If awarded, no contract will be formed between the Contractor and the Authority until an agreement is executed by both parties.

Upon submittal of its proposal, the Contractor agrees to be bound by all terms and conditions of the Request for Proposals. Neither the Authority nor its representatives will be liable for any expenses incurred in connection with preparation of a response to this Request for Proposals.

PROPOSAL EVALUATION CRITERIA

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

<u>Criteria</u>	<u>Weighting</u>
1. Contractor Qualifications & Experience	30 points
2. Contractor Resources & Equipment	25 points
3. Fee Schedule	25 points
4. Contractor References	15 points
5. Office Proximity to Authority Service Area	5 points
TOTAL	100 points

SCRUTINIZED COMPANIES

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 that Boycott Israel List, or is engaged in a boycott of Israel, 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 any amount.

Similarly, 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, 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. By submitting a proposal, Contractor must certify that it is not on the aforementioned lists.

PUBLIC ENTITY CRIMES

A person or an affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of 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 from the date of being placed on the convicted vendors list. Contractor shall submit with its proposal a properly executed and notarized Public Entity Crimes Statement, attached hereto.

DISCRIMINATORY VENDER LIST

An entity who has been placed on the discriminatory vendor list 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 or 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. By

submitting a proposal to this solicitation, Contractor certifies that it is not on the discriminatory vendor list.

CONFLICT OF INTEREST

All Contractors must disclose in their proposal the name of any officer, director, or agent who is also an employee of the Authority. Further, all Contractors must disclose the name of any employee of the Authority who owns, directly or indirectly, an interest in the Contractor's firm or any of its subsidiaries.

PARTICIPATION IN E-VERIFY SYSTEM

Every public employer, contractor, and subcontractor shall register with and use the E-Verify System to verify the work authorization status of all newly hired employees. By submitting a proposal, Contractor certifies that it has registered for and will use the E-Verify System.

PROCUREMENT POLICY AND BID PROTESTS

Contractor is hereby placed on notice of the existence of the 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 Authority'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.

PUBLIC AVAILABILITY OF RECORDS

Once opened, all proposals will become the property of the Authority and, at the sole discretion of the Authority, may not be returned to Contractor. Any information, reports, or other materials given to, prepared, or submitted in response to this Request for Proposals will be subject to the provisions of the Public Records Act, Chapter 119, Florida Statutes. Any Contractor claiming that its proposal contains information that is exempt from Chapter 119, Florida Statutes, must clearly segregate and mark that specific information and provide the specific statutory citation for such exemption. Section 119.071(1)(b), Florida Statutes, exempts sealed proposals from inspection, examination, and duplication until such time as the Authority issues a notice of intended decision pursuant to Section 120.57(3)(a), Florida Statutes, or within thirty (30) days after the proposal opening, whichever comes first. This exemption is not waived by the public opening of the proposals. Any questions regarding the application of Chapter 119, Florida Statutes, to this Request for Proposal can be directed to the Authority's public records custodian by telephone at (941) 316-1776, or by email at ALEE@REGIONALWATER.ORG, or 9415 Town Center Parkway, Lakewood Ranch, Florida 34202.

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

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

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

for _____
(Print name of entity submitting sworn statement)

whose business address is _____

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

2. I understand that a "public entity crime" as defined in Section 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid, proposal, reply, or contract for goods 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 Section 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in Section 287.133(1)(a), Florida Statutes, means:

a) A predecessor or successor of a person convicted of a public entity crime; OR

b) An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a "person" as defined in Section 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members and agents who are active in management of an entity.

6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. **(Indicate which statement applies.)**

___ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

___ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

___ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. **(Attach a copy of the Final Order.)**

I UNDERSTAND THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES, FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

(Signature)

(Date)

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this _____ day of _____, 20__ by _____ as _____ 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)

**EXHIBIT A
FEE SCHEDULES**

LABOR FEE SCHEDULE

Item	Job Classification*	Fully Burdened Hourly Rates				
		Year 1	Year 2	Year 3	Year 4	Year 5
1	Project Manager					
2	Supervisor					
3	Skilled Laborer					
4	Unskilled Laborer					
5	Florida Certified Burn Manager					
6	Florida Certified Restricted Use Pesticide Applicator					
7	Clerical					
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* Job classifications and hourly rates should reflect the Contractor’s organizational structure and will be considered as a part of the selection process. All current and known planned job classification should be listed on this sheet. Rates are to be fully burdened and inclusive of any associated per diem, incidental & administrative costs.

EQUIPMENT FEE SCHEDULE

Item	Job Classification*	Fully Burdened Hourly Rates				
		Year 1	Year 2	Year 3	Year 4	Year 5
1	Tractor & 12' batwing bush hog mower per acre					
2	Tractor & 15' batwing bush hog mower per acre					
3	Tractor & 6'-8' bush hog mower per hour					
4	Tractor & 8' -12' fire lane disc per mile					
5	Tractor & 8' -12' disc to repair pastures per acre					
6	Tractor & herbicide tank & sprayer per hour					
7	ATV & herbicide tank & sprayer per hour					
8	Pickup truck per hour					
9	ATV per hour					
10	Tractor & roller chopper per acre					
11	Cost per acre: low risk controlled burns					
12	Cost per acre: high risk controlled burns					
13	Tractor & metal drag pasture repair per hour					
14	Tractor & drag tire road repair per hour					
15	Motor grader road repair per hour					
16	Tractor & box blade road repair per hour					
17	Backhoe & road/swale repairs per hour					
18	Exotic feral hog trapping & removal cost per animal					
19	Security Patrol (Western Boundary @ North Port) cost per week					
Equipment listed below are not mandatory. Specific brands are not required & are listed as examples						
20	Cat 311 excavator w/ mulcher head & grapple rake (or similar)					
21	Davco HD brush cutter & mower					
22	Kabota M125x tractor w/ mulcher head & grapple rake (or similar)					
23	SK 140 CTL w/ mulcher head, grapple rake & bucket (or similar)					
24	SK 140 RTL w/ mulcher head, grapple rake & bucket (or similar)					

Item	Job Classification*	Fully Burdened Hourly Rates				
		Year 1	Year 2	Year 3	Year 4	Year 5
25	JD 7130 w/ 30 ft arm mower (or similar)					
26	Doosan DX140LC excavator w/ mulcher head (or similar)					
27	MF 4610 tractor w/ loader & mowers (or similar)					
28	JD 4066 slope tractor w/ 12ft mower dual wheels for slopes (or similar)					
29	Vermeer SC 292 stump grinder (or similar)					
30	Brown tree cutter (or similar)					
31	Diamond HD brush mower (or similar)					
32	Dump trailer					
33	Gooseneck trailers (2)					
34	Freightliner semi and trailer (or similar)					
35	Grapple truck and grapple dump 18 yards (or similar)					

* Job classifications shall include the various types & sizes of equipment typical for routine work listed in the Scope of Services. The cost information should reflect the equipment the Contractor plans to use if selected & will be considered part of the selection process. All rates shall be fully burdened and include any associated equipment operator hourly labor rates. The absence of any piece of equipment from the list shall not preclude its use, but will require steps to demonstrate competitive pricing has been secured by & in the best interest of the Authority.

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

The Agreement is made this 1st day of December, 2021 (“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 “Contractor”, whose address is _____. Authority and Contractor 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 owns or controls the Peace River Facility site and the R.V. Griffin Reserve in DeSoto County (“Property”) on which multiple uses, including water supply, water storage, public access, environmental preservation and mitigation activities, may take place; and

WHEREAS, the Authority desires to retain a Contractor to provide As-Needed General Land Management Services, hereinafter defined, that support established land management goals and stewardship of such properties that may include but are not limited to: mowing of pastures, applying herbicides to control exotic/invasive vegetation, cutting and maintaining fire lanes, performing prescribed burns, trapping and removal of exotic/nuisance hogs, inspection and

maintenance of fences, signs, gates, internal roads and trails, planting native vegetation, supporting site security and providing advice and counsel regarding site maintenance and land stewardship; and

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

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

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

SECTION 1. DEFINITIONS

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

- A. "Agreement" – This written document and the Agreement Documents set forth in Section 7 hereof, as it may be amended from time to time.
- B. "As-Needed General Land Management Services" – Land Management services to be provided by Contractor to the Authority from time-to-time, generally consisting of (but not limited to): mowing of pastures, applying herbicides to control exotic/invasive vegetation, cutting and maintaining fire lanes, performing prescribed burns, trapping and removal of exotic/nuisance hogs, inspection and maintenance of fences, signs, gates, internal roads and trails, planting native vegetation, supporting site security and providing advice and counsel regarding site maintenance and land stewardship.
- C. "Fee Schedule" – Schedule showing billing rates for Contractor's various personnel classifications, equipment and specific tasks (such as controlled burns) that serves as a

basis for budget development on tasks within the Scope of Services, and which is included as Exhibit “B” in the Agreement.

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

SECTION 2. ENGAGEMENT OF CONTRACTOR

The Authority hereby agrees to engage Contractor, and Contractor hereby agrees to perform As-Needed General Land Management Services as directed by the Authority. Key personnel and sub-Contractors/contractors shall not be assigned to or removed from the Project by Contractor without the prior written approval of the Authority. Both Parties agree that replacement of key personnel and sub-Contractors/subcontractors must be with equal or more qualified persons, and must be approved by the Authority before a new member works on a Project. Notwithstanding, the

Authority and Contractor may assign other individuals to serve as key personnel for particular Work Orders.

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

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

- A. Contractor shall secure at its own expense, all personnel, facilities, and equipment required to perform the services necessary to complete each Work Order.
- B. Contractor shall maintain an adequate and competent professional staff appropriately certified/licensed and operating within the State of Florida.
- C. Contractor shall designate in writing a single representative with whom the Authority shall coordinate. This representative shall have the authority to transmit instructions, receive information, and interpret and deliver Contractor's policies, opinions and decisions related to each assigned Work Order.
- D. Contractor shall secure all licenses or permits required by law for the completion of assigned Work Orders and shall be in compliance with all federal, state and local law, statutes, rules, regulations, ordinances, orders and decisions in effect at the time of the execution of the Agreement and during the time of performance of a Work Order.

- E. Contractor shall, at all times, keep the Authority advised as to the status of each Work Order including, but not limited to, the progress on individual tasks within the Scope of Services. The Authority and its authorized representatives shall have the right to visit any work site and the office of Contractor at any reasonable time for purposes of inspection.
- F. Contractor shall cooperate with other Contractors, construction contractors, and suppliers retained by the Authority as needed.
- G. The Authority shall have the right during the three (3) year period following the expiration or termination of the Agreement to audit Contractor with regard to any financial matters in connection with the services provided under this Agreement. The requested audit shall be performed by a certified public accountant selected and paid for by the Authority. Contractor shall make all documents and data available to the Authority or its designated auditor. Contractor may have the audit reviewed by Contractor's auditor at Contractor's expense.
- H. Work Orders issued in accordance with this Agreement are limited to projects in which the estimated construction cost of each individual project under the contract does not exceed \$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 purchased 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(s) 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-contractors, key personnel and systems pertinent to Contractor's services. Notwithstanding, this Paragraph A may not be amended by a Work Order.
- B. To provide, within a reasonable amount of time from request of Contractor, existing data, plans, reports and other information in the Authority's possession or under the Authority's control that are necessary or may be helpful to Contractor in performance of their duties, and to provide full information regarding requirements of the Work Orders, including objectives, budget constraints, criteria and other pertinent requirements.
- C. To furnish required information and services and render approvals and decisions as expeditiously as necessary for the orderly progress of Contractor's services.
- D. If applicable, the Authority will develop any list of items required to render complete, satisfactory, and acceptable the construction services provided pursuant to Section 218.735, Florida Statutes, as amended.

SECTION 5. TIME OF PERFORMANCE

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

SECTION 6. COMPENSATION

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

- A. Compensation for each Work Order 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(s) 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 Contractor and the Authority and provided for in the Scope of Services. Final payments in all cases will be subject to successful completion of a Work Order and the Authority's acceptance of tasks and project schedule, in accordance with the terms of this Agreement and the Work Order. The Fee Schedule(s) in Exhibit "B" may be adjusted based upon written approval by the Executive Director.
- B. The fair and reasonable expenses of the Contractor necessarily incurred in the performance of the duties herein described and agreed to by the Authority shall, upon proper invoice and detail, be paid by the Authority, at actual cost with no mark-up. The Authority shall also pay out-of-pocket expenses, at actual cost with no mark-up, incurred by Contractor 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 Contractor 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. Contractor shall prepare and submit to the Authority's Executive Director for approval monthly invoices for the services rendered and expenses incurred pursuant to completion of each Work Order. All invoices shall be on a calendar month basis. Invoices must be submitted to the Executive Director, 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 Section 6, 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 Section 6, 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 Contractor for failure to perform services in accordance with the provisions of the Agreement and Work Order and the Authority shall promptly notify Contractor if any invoice or report is found to be unacceptable and will specify the reasons therefore.
- E. Contractor shall have the right to suspend services under the Agreement if an invoice becomes delinquent. "Delinquent" shall be defined as an invoice not being paid within sixty (60) days from receipt thereof by the Authority. Contractor's right to suspend services does not become effective if the Authority has withheld payment of an invoice for cause.
- F. Disputes regarding a monthly invoice and/or report shall be resolved pursuant to Section 218.76(2), Florida Statutes, as may be amended.
- G. The Authority may, in addition to other remedies available at law or equity, retain such monies from amounts due Contractor as may be necessary to satisfy any claim for damages,

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

SECTION 7. AGREEMENT DOCUMENTS

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

- A. Contractor's _____, 2021 Competitive Proposal, 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, Contractor 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 Contractor 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 Contractor 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 Contractor 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 Section 8, Paragraph A above, shall be maintained by Contractor 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. Contractor 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. Contractor 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 Contractor by the Authority shall be made at the risk of the Authority and made without liability to Contractor. 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 Contractor in connection with a Work Order shall bear the certification of a person in the full employment of Contractor or duly retained by Contractor, and duly licensed and with current registration in the State of Florida in the appropriate professional category.
- E. Contractor 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 Contractor. The Authority shall have the right to publish, distribute, disclose and otherwise use any material prepared by Contractor 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 Contractor, 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, Contractor 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 Contractor is entitled.

- G. Contractor 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. Contractor 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 Contractor shall (1) keep and maintain public records that ordinarily and necessarily would be required by the Authority in order to perform the service; (2) provide the public with access to public records on the same terms and conditions that the Authority would provide the records and at a cost that does not exceed the cost provided by law; (3) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and (4) meet all requirements for retaining public records and transfer, at no cost to the Authority, all public records in possession of the Contractor 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. Contractor agrees to include the above provision in all agreements with subcontractors that are related to the Contractor's performance under this Agreement, and to which the provisions of Chapter 119, Florida Statutes, also apply. Contractor shall also notify the Authority within forty-eight (48) hours of receipt of a public records request under Chapter 119, Florida Statutes.

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

SECTION 9. STANDARD OF PERFORMANCE

Contractor 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. CONTRACTOR’S ACKNOWLEDGEMENTS AND REPRESENTATIONS

Contractor acknowledges and explicitly represents to the Authority the following:

- A. Contractor is duly authorized to conduct business in the State of Florida.
- B. In connection with the services to be performed under the Agreement, Contractor will abide by and assist the Authority in satisfying all applicable federal, state and local laws, rules, regulations and guidelines (including but not limited to the Americans with Disabilities Act) relative to performance under this Agreement. Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, handicap, disability, marital status or national origin. Contractor will obtain and maintain all permits and licenses necessary for its performance under this Agreement.
- C. Contractor recognizes that:
 - 1. Authority is contractually obligated to furnish potable water to the Authority’s customers who have an immediate need for such water;
 - 2. 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 Contractor coordinate the Project with other ongoing projects by the Authority;
 - 4. During the construction associated with any assigned Work Order, Contractor shall coordinate Work Order tasks with 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. Contractor has familiarized itself with the nature and extent of the Agreement, services expected to be performed under the Agreement, and federal, state and local laws, statutes, rules, regulations, ordinances, orders and decisions, that may affect Contractor's performance of the Agreement.
- E. Contractor has reviewed the Agreement (including its Exhibits) and all available information and data shown or indicated in the Agreement and has given the Authority written notice of all conflicts, errors, ambiguities, or discrepancies that it has discovered in the Agreement or information or data, and the written resolution thereof by the Authority is acceptable to Contractor.
- F. Contractor shall obtain and review all information and data that relates to each Work Order or which Contractor 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 Contractor's services provided pursuant to the Agreement.
- G. Contractor recognizes and acknowledges that the time for the performance of each Work Order is of the essence in the Agreement.

SECTION 11. SUSPENSION OF PROJECT – EXTRA SERVICES

- A. The Authority shall have the absolute right to terminate or suspend any Work Order, 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 Contractor is of the opinion that any service the Authority directs it to perform substantially increases the services of Contractor beyond the original Scope of Services of the Work Order (“Extra Services”), Contractor shall, within ten (10) days of such direction, notify the Authority in writing of this opinion. The Authority shall, within twenty (20) days after receipt of such notification, fairly judge as to whether or not such service in fact increases the services of Contractor beyond the Scope of Services in the Agreement and constitutes Extra Services. If the Authority determines such service does constitute Extra Services, it shall provide extra compensation to Contractor negotiated by the Authority and Contractor based upon the provisions of Section 6 above.
- C. In the event a Work Order project is entirely or partly suspended, delayed, or otherwise hindered by any cause whatsoever, Contractor shall make no claims for additional compensation or damages owing to such suspensions, delays or hindrances. Such suspensions, delays or hindrances may only be compensated for by an extension of time 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, Contractor 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 Contractor to take whatever action is necessary, in the opinion

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

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

SECTION 12. SUBCONTRACTORS

Contractor 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. Contractor shall be solely responsible for the employment, direction, supervision, compensation and control of any and all subcontractors, experts or other persons employed by Contractor. Contractor shall cause all subcontractors, experts or other persons employed by Contractor 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. Contractor shall not permit any subcontractor, supplier or other person or organization to perform work or services unless such subcontractor, supplier or other person or organization has complied with the workers' compensation insurance requirements contained in

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

SECTION 13. INDEPENDENT CONTRACTOR

Neither the Authority nor any of its employees shall have any control over the conduct of Contractor or any of Contractor's employees, subcontractors or agents, except as herein set forth, and Contractor expressly warrants not to represent at any time or in any manner that Contractor or Contractor's agents, subcontractors or employees are in any manner agents, subcontractors or employees of the Authority. It is understood and agreed that Contractor is, and shall at all times remain as to the Authority, a wholly independent contractor and that Contractor's obligations to the Authority are solely as prescribed by the Agreement. 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 Contractor must maintain during the entire term of this Agreement, insurance in the following kinds and amounts with a company or companies authorized to do business in the State of Florida and shall not commence work under this Agreement until the Authority has received an acceptable certificate of insurance showing evidence of such coverage.
- B. The amounts and types of insurance shall be appropriate for the services being performed by the Contractor, its employees or agents and must conform to the following minimum requirements:
 - 1. Workers' Compensation. Coverage must apply for all employees and 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. Contractor(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.

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

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

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

- I. All insurance required hereunder shall remain in full force and effect until final payment and at all times thereafter when Contractor may be providing services to correct, remove or replace of defective work.
- J. If applicable, 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. Contractor shall, upon request by the Authority, deliver to the Authority a copy of each insurance policy purchased by Contractor.
- 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 Contractors, directors, officers, employees, representatives or agents. Nothing contained in these insurance requirements is to be construed as limiting the liability of Contractor or Contractor's insurance carriers.
- M. The commercial (occurrence form) or comprehensive general liability (occurrence form) insurance shall include contractual liability insurance applicable to all of the Contractor's obligations under the Agreement, including any indemnity or hold harmless provision.

N. Contractor shall be responsible for ensuring all of its subcontractors, suppliers and other persons or organizations working for Contractor 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

Contractor agrees to indemnify and hold harmless the Authority, and its directors, officers and employees from liabilities, damages, losses, and costs, either at law or in equity, including but not limited to, reasonable attorney fees and costs and attorney fees and costs on appeal, caused or incurred, in whole or in part, as a result of any act or omission or any intentional wrongful conduct of Contractor, its agents, employees, subcontractors or any other persons employed or utilized by the Contractor in performance of the Agreement or any Work Order. The execution of the Agreement by Contractor shall obligate Contractor 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 Contractor and its successors or assignees.

SECTION 16. TERM OF AGREEMENT

The term of this Agreement is for a period of five (5) 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 Contractor. Termination will be effective on the date provided in the notice. In the event of termination under this section, the Contractor shall be entitled to compensation for all services provided to the Authority up to the date of termination, which are within the Scope of Services as provided in the Work Order, and are allowed under this Agreement. If the Agreement is so terminated, Contractor must promptly deliver to the Authority copies of all then completed deliverable items and all tracings, drawings, survey notes and other documents that directly support the deliverables prepared by Contractor.
- B. In the event the Agreement should be terminated by Authority or Contractor, the duties and obligations of Contractor under the following provisions shall survive termination and continue in full force and effect:
1. Section 3(G) and 11(F), regarding Audits;
 2. Section 8, regarding 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 Contractor has failed to comply. In addition, the initiation, either by Contractor or against Contractor, of proceedings in bankruptcy, or other proceedings for relief under any law for the relief of debtors, or Contractor becoming insolvent, admitting in writing its inability to pay its debts as the debts mature or making an assignment for the benefit of creditors shall constitute a default by Contractor entitling the Authority to terminate this Agreement as set forth above. The Parties agree that this Agreement is an executory contract. If, after termination by the Authority, it is determined that the Contractor was not in default, or that the default was excusable, the rights and obligations of the Parties shall be the same as if the termination had been issued for the convenience of the Authority. The rights and remedies in this provision are in addition to any other rights and remedies provided by law or this Agreement.

- B. Unless specifically waived by the Authority, the Contractor’s failure to timely comply with any obligation in this Agreement or Work Order shall be deemed a breach of this Agreement and the expenses and costs incurred by the Authority, including attorney fees and costs, and attorney fees and costs on appeal, due to said breach shall be borne by the Contractor. Additionally, the Authority shall not be limited 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 Contractor'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

Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Contractor to solicit or secure this Agreement, and that Contractor has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for Contractor, any fee, commission, percentage,

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

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

- A. Contractor certifies that wage rates and other factual unit costs included in the Fee Schedule are accurate, complete and current 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 Contractor under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for Category Two, for a period of thirty-six (36) months following the date of being placed on the convicted vendor list. By signing this Agreement, Contractor warrants that it is not currently on a suspended

vendor list and that it has not been placed on a convicted vendor list in the past thirty-six (36) months. Contractor further agrees to notify the Authority within three (3) days of placement on either of these lists. Contractor agrees to include this provision in all subcontracts and require the Public Entity Crimes Statement Form for all subcontracts and lower tier agreements executed to support the Contractor's work under this Agreement.

SECTION 22. SUCCESSORS AND ASSIGNS

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

SECTION 23. FORCE MAJEURE

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

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 Contractor shall fully perform the Work Order in accordance with the Authority's written instructions. The Contractor is under a duty to seek clarification and resolution of any issue, discrepancy, or dispute by submitting a formal request for 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. Contractor 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

Contractor certifies that it does not at the time of execution of this Agreement have any retainer or employment agreement, oral or written, with any third party that directly conflicts with any interest or position of the Authority relating to the services provided by the Contractor under this

Agreement. The Contractor further agrees that it shall not accept during the term of this Agreement any retainer or employment from a third party whose interests are in direct conflict with those of the Authority regarding the services being performed under this Agreement. In the event the Contractor is faced with an employment opportunity that appears to be a direct conflict with the services the Contractor is performing under this Agreement, the Contractor shall provide the Authority with notice of the employment opportunity. If the Authority at its sole and absolute discretion determines that the employment would be a direct conflict with the services the Contractor is performing under this Agreement, the Contractor and the Authority shall have the opportunity to decide whether or not the Contractor will decline the employment opportunity or will accept the employment opportunity and terminate this Agreement.

SECTION 28. 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. Additionally, 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 that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel, 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 any amount. By signing this Agreement,

Contractor certifies that it is not currently on any of the aforementioned lists and agrees to notify the Authority if placement on any of the list occurs. If Contractor submits a false certification, the Authority may terminate this Agreement and bring a civil action against the Contractor, 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.

SECTION 29. DISCRIMINATORY VENDER LIST

Pursuant to Subsection 287.134(2)(a) and (3)(a), Florida Statutes, an entity or affiliate who has been placed on the discriminatory vendor list 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 or 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. By execution of this Agreement, Contractor certifies that it is not on the discriminatory vender list.

SECTION 30. CONFLICT OF INTEREST

This Agreement is subject to the provisions of Chapter 112, Part III, Florida Statutes, as amended, governing conflicts of interest. By execution of this Agreement, Contractor certifies that it has disclosed to the Authority the name of any officer, director, or agent who is also an employee of the Authority, and the name of any employee of the Authority who owns, directly or indirectly, an interest in the Contractor's firm or any of its subsidiaries.

SECTION 31. 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: Executive Director

If to the Contractor:

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

SECTION 32. EXTENT OF AGREEMENT

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

SECTION 33. PARTICIPATION IN E-VERIFY SYSTEM

Contractor and its subconsultants/contractors warrant compliance with all federal immigration laws and regulations that relate to their employees. Contractor agrees and acknowledges that the Authority is a public employer that is subject to the E-Verify requirements as set forth in Section 448.095, Florida Statutes, and that the provisions thereof apply to this Agreement. Notwithstanding the provisions of SECTION 17., TERMINATION OF AGREEMENT BY THE AUTHORITY/SURVIVAL, or SECTION 18., DEFAULT/REMEDIES herein, if the Authority has a good faith belief that Contractor or its subconsultants/contractors have knowingly hired, recruited, or referred an alien who is not duly authorized to work by the immigration laws or the Attorney General of the United States for employment under this Agreement, the Authority shall terminate this Agreement. Contractor shall be liable for any additional costs incurred by the Authority as a result of the termination of this Agreement based on the failure of Contractor or its subconsultants/contractors to comply with the E-Verify requirements referenced herein.

SECTION 34. AMENDMENTS

This Agreement may be amended from time to time provided the Authority and the Contractor 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 35. COUNTERPARTS

EXHIBIT A
(Contractor Statement of Qualification)

EXHIBIT B
(Contractor 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.

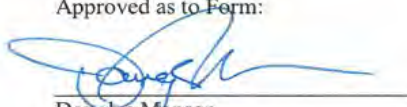
Attest:


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. Alan Maio
Sarasota County

Hon. Elton A. Langford
DeSoto County

Hon. Bill Truex
Charlotte County

Hon. George Kruse
Manatee County

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

Request for Proposal: As Needed General Land Management Services

Memorandum - Addendum 1

May 26, 2021

Attached please find the sign in sheet and presentation materials from the Mandatory Pre-Submittal Meeting held at the Peace River Facility on May 25, 2021 for the As Needed General Land Management Services Request for Proposal.

PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY

DATE: Tuesday, May 25, 2021

Meeting for: Land Management Services

NAME	COMPANY	PHONE	EMAIL
William Lott	Lott Agri Serv LLC	863-443-3043	wmlott22@gmail.com
Louis SAW LORENZO	DBI	941-320 3286	LOUIS.LORENZO@DBISERVICES.COM
Taylor Lance	GroundLevel Inc	863-449-9246	bidsqli@gliearth.com
Joe Sumner	Sumner Land	813-323-4978	sumnerlandmanagement@gmail.com
Dave Peight	A+ Environmental	863-444-1805	dave@a-per-llc.com
Ken Harrison	Natural Resources LLC	863-990-8515	m.harrison@yahoo.com
Travis Johnson	HVMI	941-240 8901	hvmi.travisjohnson@gmail.com
Aaron Lookhoff	HVMI	941-240-8901	Hvmi.AaronLookhoff@gmail.com



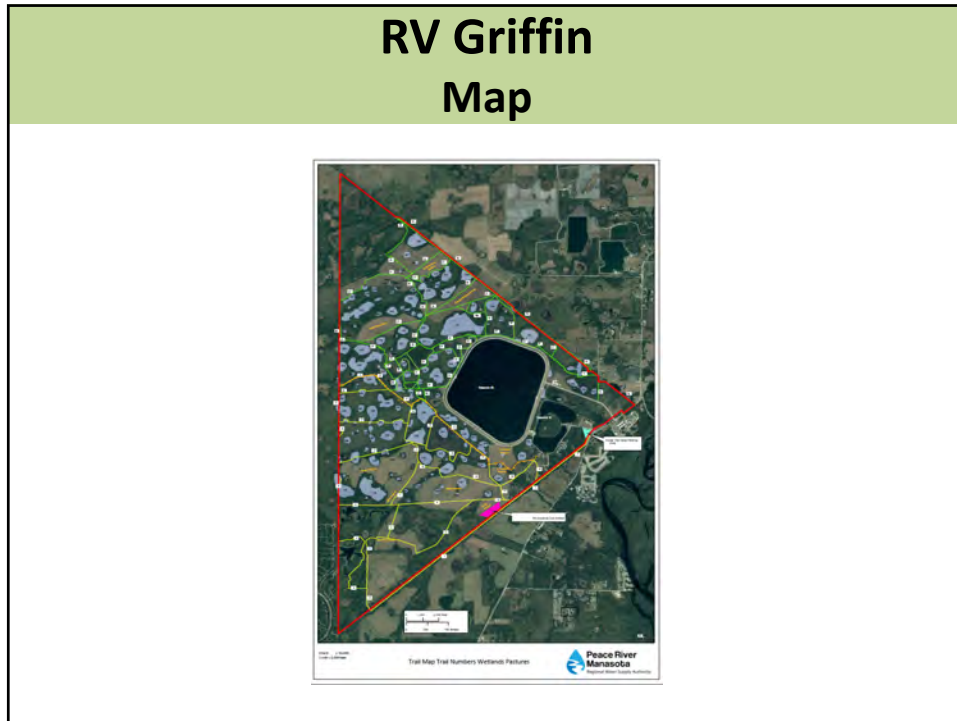
1

Peace River Manasota Regional Water Supply Authority

As Needed Land Management Services Mandatory Pre-Proposal Meeting

- This is a mandatory pre-proposal meeting
- Must sign in and stay for the whole meeting to submit a proposal
- Purpose of this meeting is to have all contractors on a level playing field
- Purpose to ask questions about the scope of work

2



5



6

RV Griffin Public Access



7

RV Griffin Map



8

RV Griffin Horse Trails



Photo of trail #15 Gate showing a truck gate, & 4 foot horse gate



Photo shows Horse gates are spring loaded

- Total of about 21 miles of trails below the east west lease fence
- Horse gates need to have paint, spring, and signs maintained

9

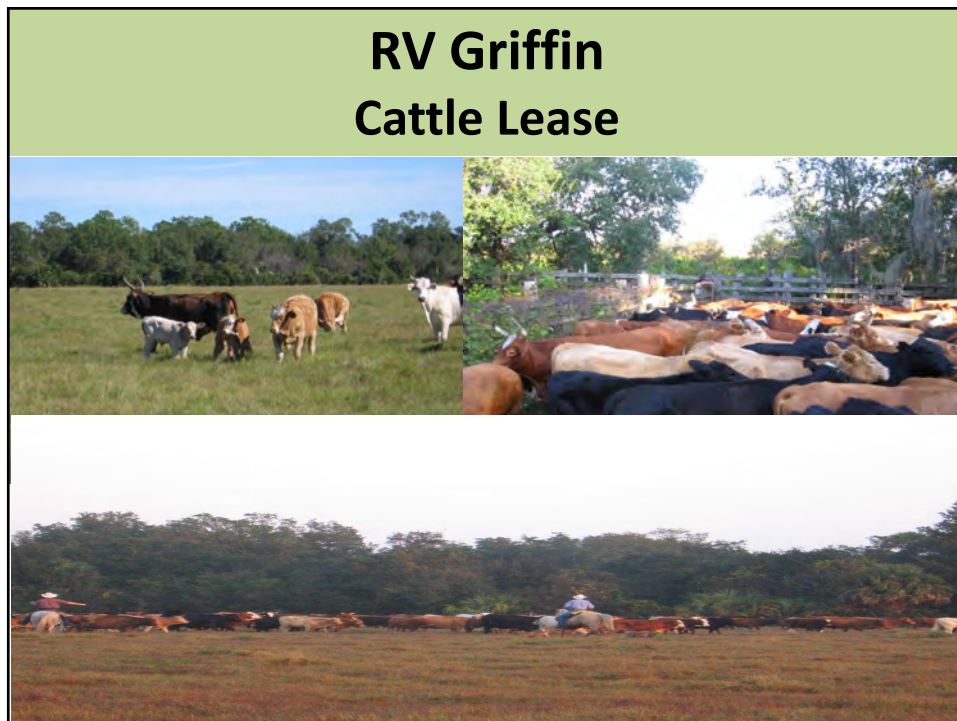
RV Griffin Airplane Club



10



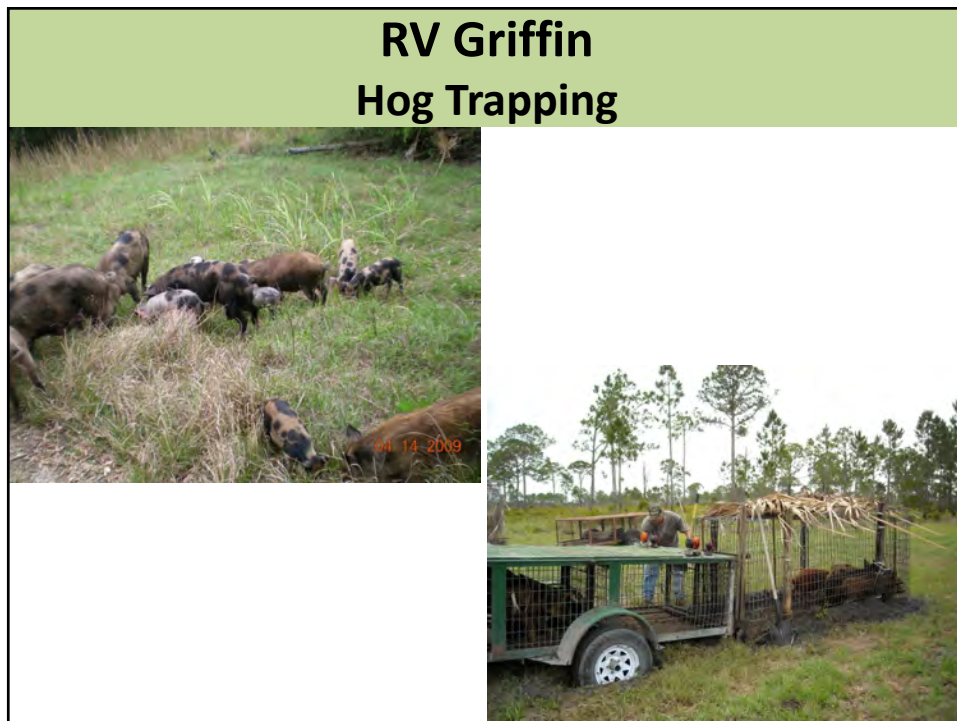
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13



14

RV Griffin Fire Lanes

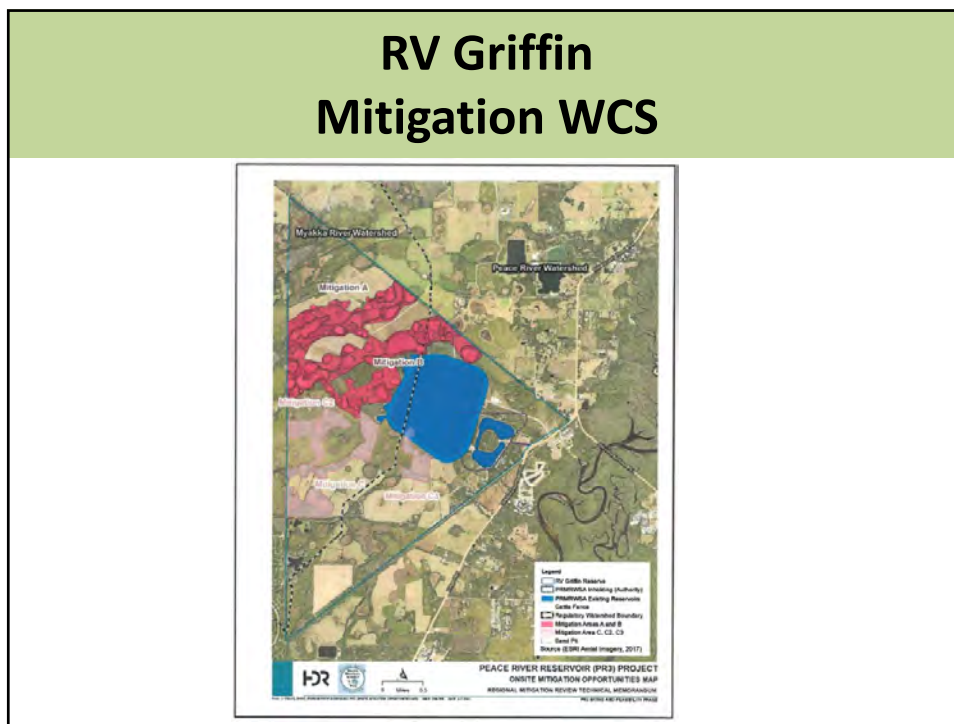


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RV Griffin Prescribed Fire



16



17



18

RV Griffin Annual Youth Turkey Hunt

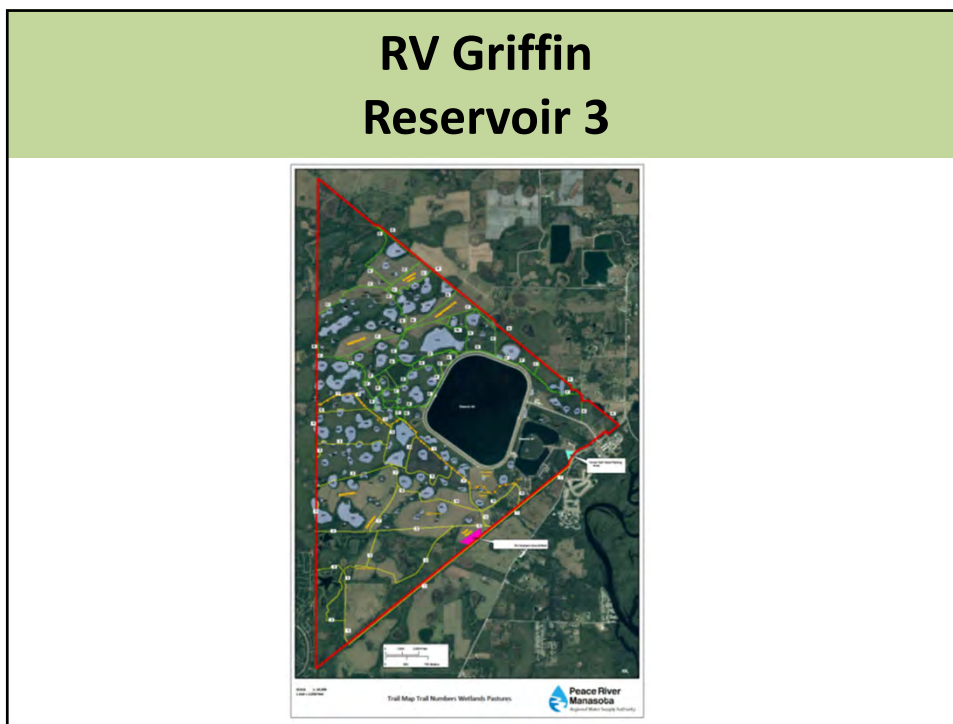


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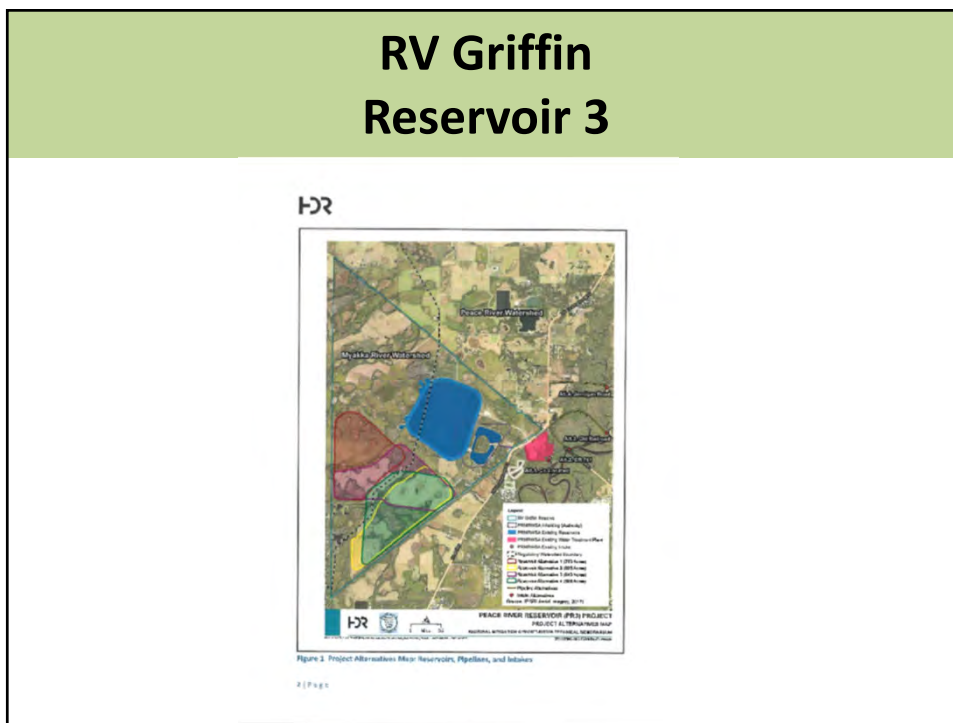
RV Griffin Annual Youth Turkey Hunt



20



21



22

RV Griffin Typical Completed Work

- Pasture mowing typically 3 cuts per year about 580 acres per year
- Trail mowing about 8-10 cuts per year about 200-300 miles per year
- Trail repairs 50-100 hours per year
- Herbicide veg 360 – 540 hours per year
- Cut fire lanes - 6-10 miles per year
- Prescribed burning 10 – 890 acres per year
- Internal roads maintenance 130 - 250 miles per year
- Hog removal 160 – 410 per year

23

RV Griffin Work Type Questions



24

RV Griffin
Request for Proposal Information

Request for
Proposals Information Packages

- This complete package is available from our web site: <https://regionalwater.org>
- You will need to obtain this package and follow every detail listed
- If a detail is missed on your proposal it may be rejected

25

RV Griffin
Major Points

Some Package Major Points

- Currently we have 3 LM contractors under contract, and we may select the same number or more this year
- Work is divided among contractors
- No guaranteed minimum income
- Work will be assigned on a project specific basis through work orders
- Must check web site for QA or Amendments after 5/28/2021
- VERY important follow and provide every task in the information package. If a task is missed proposal may be rejected
- Fees can be the same for years 1-5 or change from 1-5
- Contractor does not have to be the lowest fees, just at reasonable fee.
- Original fee schedules may be adjusted later by the Executive Director if requested by the contractor justified & reasonable
- Not all equipment listed is required
- No mark up of costs during projects
- Contract for 5 years with ability to extend the contract 1 year twice for a total of 7 years

26

Peace River Manasota Regional Water Supply Authority

Any questions must be emailed to: Ann Lee
at
alee@regionalwater.org

No later than Friday May, 28, 2021

All Questions and Answers will be posted on the web page for all to have access to.

PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY

Hon. Alan Maio
Sarasota County

Hon. Elton A. Langford
DeSoto County

Hon. Bill Truex
Charlotte County

Hon. George Kruse
Manatee County

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

DATE: May 14, 2021
TO: Ann Lee, Finance & Administration Manager
FROM: Patrick Lehman, Executive Director
RE: As Needed General Land Management 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 referenced project:

Sam Stone (PRMRWSA)	Chair of the PSEC
Chris Rogers (PRMRWSA)	Committee Member
Shalina Odegard (PRMRWSA)	Committee Member
Daniel Roberts (PRMRWSA)	Committee Member

Ann Lee is designated as the Authority's project contact responding to questions and information queries about the May 14, 2021 Request for Proposals. Proposals are due from interested parties on June 15, 2021. The PSEC public meeting to review the RFP's will be held at the Authority's Water Quality Training Center on June 28, 2021.

NOTICE OF MEETING

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

DATE AND TIME: Monday, June 28, 2021 @ 10:00 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 rank the proposals submitted for the as-needed land management 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.



Response to Peace River Manasota Regional Water Supply Authority RFP:

AS-NEEDED GENERAL LAND MANAGEMENT SERVICES

Points of Contact

Chris Connell – President
Mobile: (863) 581-9509
Email: chrisc@gliearth.com

Pablo Rivera – Herbicide Operations Manager & Coordinator
Mobile: (863) 559-1049
Email: pablror@gliearth.com

Chris Artman – General Maintenance Operations Manager
Mobile: (863) 287-7373
Email: chrisa@gliearth.com

Keyland Amig – Environment Operations Manager
Mobile: (863) 559-2814
Email: keylanda@gliearth.com

Kristin Naugle – Internal Operations Manager
Mobile: (863) 767-0290
Email: kristinn@gliearth.com

Taylor Lance – Environmental Contract Specialist
Mobile: (863) 449-9246
Email: bidsgli@gliearth.com



groundlevel



groundLevel

June 15, 2021

GroundLevel Inc.
PO Box 1763
Wauchula, FL 33873

Attn: Patrick J. Lehman, Executive Director
Peace River Manasota Regional Water Supply Authority
9415 Town Center Parkway
Lakewood Ranch, FL 34202

Subject: Letter of Transmittal RFP: *As-Needed General Land Management Services*

Dear Mr. Patrick J. Lehman,

Run as a small-business, GroundLevel Inc's Corporate President (Chris Connell) is hands-on with daily operations. GroundLevel Inc started as a restoration company with just a few employees and two pick-up trucks, to now providing employment to over 200 individuals throughout the State of Florida in just 16 years. GroundLevel Inc's home office is located in Wauchula, Florida with satellite offices throughout Central and Southern Florida to provide adequate service to our customers.

GroundLevel Inc. philosophy is simple: "Restoration the way nature intended". We look to be able to provide Peace River Manasota Regional Water Supply Authority with the expertise and philosophy to achieve all of their *As-Needed Land Management Services*.

We appreciate the opportunity to provide this proposal and look forward to working with you in the future. Please see the attached Proposal for *As-Needed General Land Management Services* by GroundLevel Inc.

Chris Connell
President
GroundLevel, Inc.

Prepared by: Taylor Lance, Environmental Contract Specialist, (863) 449-9246, bidsgli@gliearth.com

2021 FLORIDA PROFIT CORPORATION ANNUAL REPORT

DOCUMENT# P05000093425

Entity Name: GROUND LEVEL, INC.

Current Principal Place of Business:

2970 MANUEL RD
BOWLING GREEN, FL 33834

Current Mailing Address:

P.O. BOX 1763
WAUCHULA, FL 33873 US

FEI Number: 03-0564461

Certificate of Status Desired: No

Name and Address of Current Registered Agent:

CONNELL, CHRISTOPHER S
2970 MANUEL RD
BOWLING GREEN, FL 33834 US

The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.

SIGNATURE: _____

Electronic Signature of Registered Agent

_____ Date

Officer/Director Detail :

Title P
Name CONNELL, CHRISTOPHER S
Address PO BOX 1763
City-State-Zip: WAUCHULA FL 33873

I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am an officer or director of the corporation or the receiver or trustee empowered to execute this report as required by Chapter 607, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.

SIGNATURE: CHRISTOPHER CONNELL

PRESIDENT

04/06/2021

Electronic Signature of Signing Officer/Director Detail

Date

AN ORDINANCE OF HARDEE COUNTY, FLORIDA, AMENDING CHAPTER 5, OF THE HARDEE COUNTY, FLORIDA, CODE OF ORDINANCES; PROVIDING FOR THE REPEAL OF ARTICLE III "OCCUPATIONAL LICENSING", AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on October 12, 1973, the Board of County Commissioners of Hardee County, Florida, adopted Ordinance No. 73-5, levying occupational license tax pursuant to Chapter 205, Florida Statutes and Chapter 72-306, General Laws of Florida; and

WHEREAS, the Board of County Commissioners of Hardee County, Florida (hereinafter referred to as "the Board"), finds that it is in the interest of the public health, safety, and the general welfare of the public to repeal the County's existing Ordinance 73-5, levying occupational license tax pursuant to Chapter 205, Florida Statutes; and

WHEREAS, a public hearing was held by the Board of County Commissioners of Hardee County on June 8, 2000; and

WHEREAS, all public notices required by law have been provided.

NOW THEREFORE, BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF HARDEE COUNTY, FLORIDA, as follows:

SECTION 1. Article III, "Occupational Licensing" of Chapter 5 of the Hardee County Code of Ordinances is hereby repealed.

SECTION 2. This Ordinance shall be effective immediately upon adoption in accordance with law.

PASSED AND DULY ADOPTED in regular session, by the BOARD OF COUNTY COMMISSIONERS OF HARDEE COUNTY, FLORIDA, this 29th day of June 2000.

BOARD OF COUNTY COMMISSIONERS OF HARDEE COUNTY, FLORIDA

By: Minor L. Bryant
Minor L. Bryant, Chairman

(SEAL)

ATTEST:

B. Hugh Bradley
B. Hugh Bradley, Clerk

STATE OF FLORIDA
COUNTY OF HARDEE
THIS IS TO CERTIFY THAT THE FOREGOING IS A TRUE AND
CORRECT COPY OF ORDINANCE No. 00-08

AS ADOPTED BY THE BOARD OF COUNTY COMMISSIONERS OF
HARDEE COUNTY THE 29 DAY OF June 2000
WITNESS MY HAND AND OFFICIAL SEAL THIS 5th
DAY OF July 2000
F. HUGH BRADLEY, CLERK OF CIRCUIT COURT
B. Richard Danner D.C.

Request for Taxpayer Identification Number and Certification

**Give Form to the
requester. Do not
send to the IRS.**

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type. See Specific Instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. Ground Level Inc	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.	
	<input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input checked="" type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate	
	<input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.	
	<input type="checkbox"/> Other (see instructions) ▶ _____	
	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>	
5 Address (number, street, and apt. or suite no.) See instructions. PO Box 1763		
6 City, state, and ZIP code Wauchula, FL 33873		
7 List account number(s) here (optional)		
Requester's name and address (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number	
[] [] [] - [] [] - [] [] [] []	or
Employer identification number	
0 3 - 0 5 6 4 4 6 1	

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ▶ <i>Euston Navagle</i>	Date ▶ 5-7-2021
------------------	--	-----------------

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

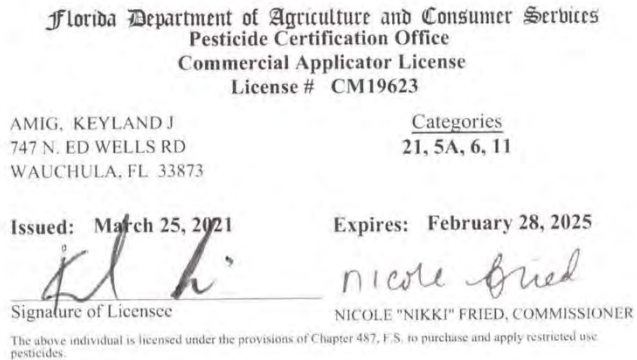
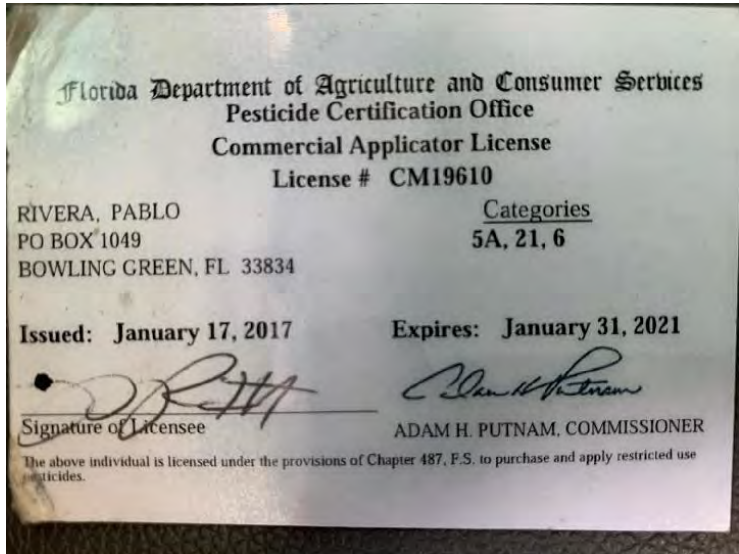
An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.



Keyland Amig Burn Tabulation

Burn #	Date	County	Certified	Type	Primary
2.02E+09	5/18/2021 10:00	Manatee	TRUE	Acreage	TRUE
2.02E+09	5/18/2021 10:00	Manatee	TRUE	Acreage	TRUE
2.02E+09	4/28/2021 10:00	Hardee	TRUE	Acreage	TRUE
2.02E+09	4/22/2021 10:00	Hardee	TRUE	Acreage	TRUE
2.02E+09	4/9/2021 10:00	Hardee	FALSE	Piles	TRUE
2.02E+09	4/8/2021 10:00	Hardee	FALSE	Piles	TRUE
2.02E+09	3/17/2021 10:00	Hardee	TRUE	Acreage	TRUE
2.02E+09	3/11/2021 10:00	Polk	TRUE	Acreage	TRUE
2.02E+09	3/4/2021 10:00	Hardee	TRUE	Acreage	TRUE
2.02E+09	2/28/2021 15:00	Hardee	TRUE	Acreage	TRUE
2.02E+09	2/27/2021 17:00	Hardee	TRUE	Acreage	TRUE
2.02E+09	1/29/2021 10:00	Hardee	TRUE	Acreage	TRUE
2.02E+09	1/18/2021 12:00	Hardee	TRUE	Acreage	TRUE
2.02E+09	1/14/2021 12:00	Hardee	TRUE	Acreage	TRUE
2.02E+09	9/30/2020 12:00	Polk	TRUE	Acreage	TRUE
2.02E+09	6/30/2020 11:00	Hillsboroug	TRUE	Acreage	TRUE
2.02E+09	6/26/2020 11:00	Hillsboroug	TRUE	Acreage	TRUE
2.02E+09	6/12/2020 10:00	Hillsboroug	TRUE	Acreage	TRUE
2.02E+09	6/2/2020 10:00	Hardee	TRUE	Acreage	TRUE
2.02E+09	5/27/2020 9:00	Hardee	TRUE	Acreage	TRUE
2.02E+09	4/28/2020 10:00	Hardee	TRUE	Acreage	TRUE
2.02E+09	3/16/2020 16:00	Hardee	TRUE	Acreage	TRUE
2.02E+09	2/28/2020 10:00	Hardee	TRUE	Acreage	TRUE
2.02E+09	2/23/2020 11:00	Hardee	TRUE	Acreage	TRUE
2.02E+09	2/22/2020 13:00	Hardee	FALSE	Acreage	TRUE
2.02E+09	2/11/2020 10:00	Highlands	TRUE	Acreage	TRUE
2.02E+09	10/3/2019 10:00	Manatee	TRUE	Acreage	TRUE
2.02E+09	9/6/2019 10:00	Hardee	TRUE	Acreage	TRUE
2.02E+09	8/1/2019 11:00	Hardee	TRUE	Acreage	TRUE
2.02E+09	6/27/2019 9:00	Citrus	TRUE	Acreage	TRUE
2.02E+09	6/26/2019 10:00	Citrus	TRUE	Acreage	TRUE
2.02E+09	6/20/2019 11:00	Citrus	TRUE	Acreage	TRUE
2.02E+09	5/22/2019 10:00	Manatee	TRUE	Acreage	TRUE
2.02E+09	5/21/2019 10:00	Manatee	TRUE	Acreage	TRUE
2.02E+09	5/20/2019 9:00	Hillsboroug	TRUE	Acreage	TRUE
2.02E+09	5/17/2019 9:00	Hillsboroug	TRUE	Acreage	TRUE
2.02E+09	5/7/2019 9:00	Hardee	TRUE	Acreage	TRUE
2.02E+09	5/1/2019 13:00	Manatee	TRUE	Acreage	TRUE
2.02E+09	4/6/2019 10:00	Polk	TRUE	Acreage	TRUE
2.02E+09	4/5/2019 9:00	Hardee	TRUE	Acreage	TRUE
2.02E+09	4/5/2019 9:00	Hardee	TRUE	Acreage	TRUE
2.02E+09	4/4/2019 10:00	Hillsboroug	TRUE	Acreage	TRUE
2.02E+09	4/3/2019 10:00	Hillsboroug	TRUE	Acreage	TRUE
2.02E+09	4/3/2019 10:00	Hillsboroug	TRUE	Acreage	TRUE
2.02E+09	3/29/2019 9:00	Polk	TRUE	Acreage	TRUE
2.02E+09	3/22/2019 10:00	Hillsboroug	TRUE	Acreage	TRUE

2.02E+09	3/8/2019 9:00	Hardee	TRUE	Acreage	TRUE
2.02E+09	3/8/2019 9:00	Hardee	TRUE	Acreage	TRUE
2.02E+09	3/3/2019 11:00	Hardee	FALSE	Acreage	TRUE
2.02E+09	3/3/2019 11:00	Hardee	FALSE	Acreage	TRUE
2.02E+09	3/3/2019 11:00	Hardee	FALSE	Acreage	TRUE
2.02E+09	2/8/2019 10:00	Manatee	TRUE	Acreage	TRUE
2.02E+09	1/25/2019 10:00	Hardee	FALSE	Piles	TRUE
2.02E+09	1/17/2019 10:00	Hardee	FALSE	Piles	TRUE
2.02E+09	1/11/2019 10:00	Hillsboroug	TRUE	Acreage	TRUE
2.02E+09	1/11/2019 10:00	Hillsboroug	TRUE	Acreage	TRUE
2.02E+09	1/11/2019 10:00	Hillsboroug	TRUE	Acreage	TRUE
2.02E+09	12/5/2018 10:00	Polk	TRUE	Acreage	TRUE
2.02E+09	1/30/2018 10:00	Hillsboroug	FALSE	Acreage	TRUE
2.02E+09	1/21/2018 10:00	Hardee	FALSE	Acreage	TRUE
2.02E+09	10/16/2017 14:00	Polk	TRUE	Acreage	TRUE
2.02E+09	3/11/2017 11:00	Hardee	TRUE	Acreage	TRUE
2.02E+09	1/9/2017 10:00	Hardee	TRUE	Acreage	TRUE
2.02E+09	12/8/2016 10:00	Hardee	TRUE	Acreage	TRUE
2.02E+09	7/27/2016 10:00	Manatee	TRUE	Acreage	TRUE
2.02E+09	6/28/2016 10:00	Hillsboroug	TRUE	Acreage	TRUE
2.02E+09	6/21/2016 11:00	Hardee	TRUE	Acreage	TRUE
2.02E+09	5/28/2016 11:00	Hardee	TRUE	Acreage	TRUE
2.02E+09	5/13/2016 10:00	Hardee	TRUE	Acreage	TRUE
2.02E+09	4/5/2016 10:00	Hardee	TRUE	Acreage	TRUE
2.02E+09	3/22/2016 9:00	Hardee	TRUE	Acreage	TRUE
2.02E+09	2/26/2016 10:00	Hardee	TRUE	Acreage	TRUE
2.02E+09	1/13/2016 10:00	Hardee	TRUE	Acreage	TRUE
2.02E+09	8/28/2015 10:00	Polk	TRUE	Acreage	TRUE
2.02E+09	8/19/2015 11:00	Polk	TRUE	Acreage	TRUE
2.02E+09	7/1/2015 10:00	Hardee	TRUE	Acreage	TRUE
2.02E+09	6/17/2015 9:00	Hardee	TRUE	Acreage	TRUE
2.02E+09	4/30/2015 9:00	Manatee	TRUE	Acreage	TRUE
2.02E+09	2/3/2015 9:00	Polk	FALSE	Acreage	TRUE
2.02E+09	1/17/2015 9:00	Hardee	FALSE	Acreage	TRUE
2.01E+09	5/28/2014 10:00	Polk	TRUE	Acreage	TRUE
2.01E+09	5/16/2014 10:00	Polk	TRUE	Acreage	TRUE
2.01E+09	4/3/2014 13:00	Hillsboroug	TRUE	Acreage	TRUE
2.01E+09	2/28/2014 10:00	Hillsboroug	TRUE	Acreage	TRUE
2.01E+09	12/17/2013 9:00	Polk	TRUE	Acreage	TRUE
2.01E+09	6/22/2013 9:00	Polk	TRUE	Acreage	TRUE
2.01E+09	4/26/2013 9:00	Polk	TRUE	Acreage	TRUE
2.01E+09	12/19/2012 10:00	Hillsboroug	FALSE	Piles	TRUE
2.01E+09	2/7/2012 10:00	Polk	FALSE	Acreage	TRUE
2.01E+09	2/6/2012 9:00	Polk	FALSE	Acreage	TRUE

Experience/Qualifications/Background

Experience: GroundLevel Inc. has provided habitat restoration services from small businesses, to federal services. We have been the primary provider of reclamation service for Mosaic (phosphate mining) since 2005. Our skilled and certified team members provide regular land management services to meet our clients' ongoing permitting requirements and obligations. We have the staffing, equipment and know-how to complete any project effectively and efficiently. Our staffing includes: Prescribe Burn Managers, Ecologists, Herbicide Experts, Field Mechanics, Field Support, Heavy Equipment Operators, Safety Officer, and over 50 Certified Pesticide/Herbicide Applicators. Our expertise includes: herbicide application, native planting, mechanical vegetation removal, prescribed fire, mowing, fencing, grassing, hydro-seeding, land clearing, site development, and various other land management services.

Qualifications: GroundLevel Inc. sends over 200 employees out to perform reclamation and restoration services daily from our home and satellite offices in Florida, along with many-person crews performing restoration services in Apalachicola State Forest and Yellowstone National Park. Our qualified Field Supervisors located near each individual jobsite allows for GroundLevel Inc. to work anywhere while continuing daily operations at home office. Our professional herbicide and ground applications performed daily include: natural areas, right of way, aquatics, and forestry.

Project Approach: Groundlevel Inc. has the equipment and personnel to traverse all aquatic and terrestrial habitats for treatment of nuisance/invasive/exotic plants. All field personnel have been acclimated to adverse physical and weather conditions through years of experience. Crews are provided drinking water and electrolyte supplements to help maintain hydration throughout the day. Crews are trained prior to entering the field to be familiar with common poisonous plants, stinging insects, and dangerous reptiles to do their best to avoid these hazards and recognize the area signs prior to encounters. First aid kits and blood borne pathogen kits are supplied to all crews in the event they do come in contact with an unexpected hazard.

GroundLevel Inc. has streamlined our process of acquiring qualified personnel by hiring those who share our core company values. We will provide all equipment, personnel, transportation, and chemical needed to achieve each project set in our direction by The Authority. Crew Supervisors are to coordinate applicators, laborers, equipment, chemical, and control techniques as they move along within the project as dynamics of the area can change and become complex in order to maintain efficiency.



groundLevel

Key Personnel and Operations Information

Ground Level's key personnel for this project include the following:

- Keyland Amig – Environmental Operations Manager/Sr. Ecologist (863) 559-2814
 - POC for all Prescribed Burn projects.
 - B.S. in Biology – University of South Florida
 - 10+ years' experience managing land management projects
 - Licensed Commercial Pesticide Applicator – CM19623
 - Certified Burn Manager Florida
 - MSHA and OSHA certified

- Pablo Rivera – Herbicide Application Coordinator/Manager (863) 559-1049
 - POC for any Herbicide projects.
 - 15+ years' experience managing invasive plant removal projects
 - Licensed Commercial Pesticide Applicator – CM19610
 - MSHA and OSHA Certified

- Chris Artman – General Maintenance Operations Manager (863) 287-7373
 - POC for any project involving heavy equipment/mowing, fencing, painting, etc.
 - B.S. in Business Management – University of South Florida
 - 15+ years' experience managing land mitigation projects
 - Certified Stormwater Management Inspector – 47608
 - MSHA and OSHA Certified

- Kristin Naugle – Internal Operations Manager (863) 767-0290
 - B.S. in Business Management, minor in Accounting and Management Information Systems – University of South Florida
 - 15+ years' experience in business administration, financial analysis

- Taylor Lance – Environmental Contract Specialist (863) 449-9246
 - Graduate Degree in Restoration Ecology – Auburn University
 - 5 years' in-field project completion in remote locations
 - Licensed Commercial Pesticide Applicator – CM26878

- Crew Supervisor Requirements:
 - 3 years of experience in their field (natural areas, right-of-way, aquatics, etc.).
 - FL Applicators License required
 - Ability to work remotely in-field independently
 - Ability to multi task and prioritize work
 - Ability to manage up to 15 laborers independently
 - Located within 45 minutes to the jobsite

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 Chris Connell - President
(Print individual's name and title)

for GroundLevel, Inc.
(Print name of entity submitting sworn statement)

whose business address is 2970 Manuel Rd. Bowling Green, FL 33834

and (if applicable) its Federal Employer Identification Number (FEIN) is 03-0564461
(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement:
_____).

2. I understand that a "public entity crime" as defined in Section 287.133(1)(g), Florida Statutes, means a
violation of any state or federal law by a person with respect to and directly related to the transaction of
business with any public entity or with an agency or political subdivision of any other state or with the United
States, including, but not limited to, any bid, proposal, reply, or contract for goods 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 Section 287.133(1)(b), Florida Statutes, means a
finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal
or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a
result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in Section 287.133(1)(a), Florida Statutes, means:

a) A predecessor or successor of a person convicted of a public entity crime; OR

b) An entity under the control of any natural person who is active in the management of the entity and who
has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives,
partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The
ownership by one person of shares constituting a controlling interest in another person, or a pooling of
equipment or income among persons when not for fair market value under an arm's length agreement, shall
be a prima facie case that one person controls another person. A person who knowingly enters into a joint
venture with a person who has been convicted of a public entity crime in Florida during the preceding 36
months shall be considered an affiliate.

5. I understand that a "person" as defined in Section 287.133(1)(e), Florida Statutes, means any natural person
or entity organized under the laws of any state or of the United States with the legal power to enter into a
binding contract and which bids or applies to bid on contracts let by a public entity, or which otherwise
transacts or applies to transact business with a public entity. The term "person" includes those officers,
directors, executives, partners, shareholders, employees, members and agents who are active in management
of an entity.

6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Indicate which statement applies.)

X Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

___ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

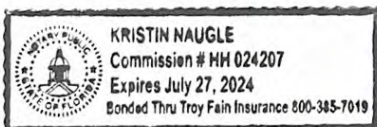
___ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (Attach a copy of the Final Order.)

I UNDERSTAND THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES, FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

[Signature] 6-11-21
(Signature) (Date)

STATE OF Florida
COUNTY OF Hardee

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 11 day of June, 2021 by Chris Connell as President of Ground Level, a corporation company organized under the laws of the State of Florida, on behalf of the company, who is personally known to me or has produced _____ as identification.



Kristin Naugle
Notary Public
Name (Printed) Kristin Naugle

My commission expires 7/27/2024

(Printed typed or stamped Commissioned name of Notary Public)

**EXHIBIT A
FEE SCHEDULES**

LABOR FEE SCHEDULE

Item	Job Classification*	Fully Burdened Hourly Rates				
		Year 1	Year 2	Year 3	Year 4	Year 5
1	Project Manager	50	50	50	50	50
2	Supervisor	52	52	52	52	52
3	Skilled Laborer	45	45	45	45	45
4	Unskilled Laborer	29	29	29	29	29
5	Florida Certified Burn Manager	55	55	55	55	55
6	Florida Certified Restricted Use Pesticide Applicator	48	48	48	48	48
7	Clerical	30	30	30	30	30
8						
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* Job classifications and hourly rates should reflect the Contractor’s organizational structure and will be considered as a part of the selection process. All current and known planned job classification should be listed on this sheet. Rates are to be fully burdened and inclusive of any associated per diem, incidental & administrative costs.

EQUIPMENT FEE SCHEDULE

Item	Job Classification*	Fully Burdened Hourly Rates				
		Year 1	Year 2	Year 3	Year 4	Year 5
1	Tractor & 12' batwing bush hog mower per acre	75	75	75	75	75
2	Tractor & 15' batwing bush hog mower per acre	75	75	75	75	75
3	Tractor & 6'-8' bush hog mower per hour	45	45	45	45	45
4	Tractor & 8' -12' fire lane disc per mile	40	40	40	40	40
5	Tractor & 8' -12' disc to repair pastures per acre	75	75	75	75	75
6	Tractor & herbicide tank & sprayer per hour	50	50	50	50	50
7	ATV & herbicide tank & sprayer per hour	50	50	50	50	50
8	Pickup truck per hour	25	25	25	25	25
9	ATV per hour	20	20	20	20	20
10	Tractor & roller chopper per acre	250	250	250	250	250
11	Cost per acre: low risk controlled burns	40	40	40	40	40
12	Cost per acre: high risk controlled burns	100	100	100	100	100
13	Tractor & metal drag pasture repair per hour	75	75	75	75	75
14	Tractor & drag tire road repair per hour	75	75	75	75	75
15	Motor grader road repair per hour	90	90	90	90	90
16	Tractor & box blade road repair per hour	75	75	75	75	75
17	Backhoe & road/swale repairs per hour	135	135	135	135	135
18	Exotic feral hog trapping & removal cost per animal	60	60	60	60	60
19	Security Patrol (Western Boundary @ North Port) cost per week	1500	1500	1500	1500	1500
Equipment listed below are not mandatory. Specific brands are not required & are listed as examples						
20	Cat 311 excavator w/ mulcher head & grapple rake (or similar)	110	110	110	110	110
21	Davco HD brush cutter & mower	90	90	90	90	90
22	Kabota M125x tractor w/ mulcher head & grapple rake (or similar)	90	90	90	90	90
23	SK 140 CTL w/ mulcher head, grapple rake & bucket (or similar)	90	90	90	90	90
24	SK 140 RTL w/ mulcher head, grapple rake & bucket (or similar)	90	90	90	90	90

Item	Job Classification*	Fully Burdened Hourly Rates				
		Year 1	Year 2	Year 3	Year 4	Year 5
25	JD 7130 w/ 30 ft arm mower (or similar)	100	100	100	100	100
26	Doosan DX140LC excavator w/ mulcher head (or similar)	120	120	120	120	120
27	MF 4610 tractor w/ loader & mowers (or similar)	75	75	75	75	75
28	JD 4066 slope tractor w/ 12ft mower dual wheels for slopes (or similar)	85	85	85	85	85
29	Vermeer SC 292 stump grinder (or similar)	80	80	80	80	80
30	Brown tree cutter (or similar)	95	95	95	95	95
31	Diamond HD brush mower (or similar)	95	95	95	95	95
32	Dump trailer	95	95	95	95	95
33	Gooseneck trailers (2)	85	85	85	85	85
34	Freightliner semi and trailer (or similar)	100	100	100	100	100
35	Grapple truck and grapple dump 18 yards (or similar)	185	185	185	185	185

* Job classifications shall include the various types & sizes of equipment typical for routine work listed in the Scope of Services. The cost information should reflect the equipment the Contractor plans to use if selected & will be considered part of the selection process. All rates shall be fully burdened and include any associated equipment operator hourly labor rates. The absence of any piece of equipment from the list shall not preclude its use, but will require steps to demonstrate competitive pricing has been secured by & in the best interest of the Authority.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/12/2020

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 Jefferson Sumner 305 S Wheeler St Plant City, FL 33563	CONTACT NAME: PHONE (A/C, No. Ext): _____ FAX (A/C, No): _____ E-MAIL ADDRESS: _____	
	INSURER(S) AFFORDING COVERAGE	
INSURED Ground Level Inc PO BOX 1763 Wauchula, FL 33873	INSURER A: AXIS SURPLUS INSURANCE COMPANY	
	INSURER B: FLORIDA FARM BUREAU CASUALTY INS CO	
	INSURER C:	
	INSURER D:	
	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 checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	EMP20002451-01	10/15/2020	10/15/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			ABF 1250614	09/30/2020	09/30/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			EMX20000648-01	10/15/2020	10/15/2021	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000 \$
	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 OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Contractors Pollution Liab	<input checked="" type="checkbox"/>		EMP20002451-01	10/15/2020	10/15/2021	Each Claim \$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)

CERTIFICATE HOLDER**30 DAY****CANCELLATION**

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

JEFFERSON L SUMNER

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Policy Number: 0830-53828

Date Entered: 07/13/2020

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/13/2020

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 WorkComp Partners 454 West Pipkin Rd Lakeland, FL 33813	CONTACT NAME: Maria Wetherington
	PHONE (A/C, No, Ext): (813) 747-7490 FAX (A/C, No): () - E-MAIL ADDRESS:
INSURED Ground Level, Inc. 2970 Manuel Road Bowling Green, FL 33834	INSURER(S) AFFORDING COVERAGE INSURER A: Bridgefield Employers Insurance Company NAIC # 10701
	INSURER B:
	INSURER C:
	INSURER D: 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
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	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 N	N/A	0830-53828	7/28/2020	7/28/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

CERTIFICATE HOLDER**CANCELLATION**

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

Maria L. Wetherington

Maria L. Wetherington

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**Response to Request for Proposals
General Land Management Services**

Attention:

Patrick J. Lehman, Executive Director

Peace River Manasota Regional Water Supply Authority

9415 Town Center Parkway

Lakewood Ranch, Fl 34202

Submitted by:

Natural Resources LLC.

9180 NW Lily Ave.

Arcadia, Fl 34266

Project Manager:

Matt Harrison, Manager, Natural Resources LLC.

863-990-1777

m.harrison@yahoo.com

History and Background of Natural Resources LLC. and the RV Griffin Reserve

Natural Resources LLC. was formed in 2008 by Ken and Matt Harrison to perform general land management services on the RV Griffin Reserve in Desoto Co., Fl. The Harrisons have a fifty four year history and presence on the property dating back to 1967 when Ken Harrison's father, Lynn leased the land from Dwight Thomson. The property, at that time, was 9,000 acres extending to and across the Peace River. As the property was sold to General Development Corp. and later to the Southwest Florida Water Management District in the early 1990's, the Harrison's grazing lease remained on the 6000 acres now known as the RV Griffin Reserve. With the more recent reservoir expansion project and related mitigation work on the northern / eastern portion of the property, the grazing lease has been maintained on the roughly southern half of the RV Griffin and is still in effect today.

Throughout this over fifty year period, the Harrisons have provided much of the general land management work on the property as part of their cattle operation. During this time, a controlled burning program was maintained to manage the native land, improved pastures were mowed on a annual or semi-annual basis, security of the boundary and interior of the property was performed, as well as other tasks depending on the conditions of the time. Activities and other uses of the property have changed drastically during the Harrison's tenure with the property as it evolved from a private, one-owner hunting tract of Mr. Thomson to pre-development acreage of GDC, to conservation land and public recreational use after SWFWMD's purchase. And more recently, with the reservoir expansion project of the Peace River Manasota Water Supply Authority, the RV Griffin Reserve is a hub of water resources for the region. During this history, the Harrison's use, presence and management of the property has evolved to meet changing demands of the landowner(s) and uses of the land.

Natural Resources LLC.

As part of the last reservoir expansion project (Reservoir 2), the northern half of the property was used to mitigate the impacts of the Reservoir 2 construction. Regulations did not allow for the continued use of the area for cattle grazing and the cattle were removed from both the actual mitigation area and the area to the north that was isolated from the remainder of the grazing lease. During this time the Authority began to manage the RV Griffin Reserve for SWFWMD. The exclusion of part of the property from the grazing lease equated to a need for general land management services that were previously provided by the lease agreement to continue in some form. In order to continue to manage the property responsibly, the Authority contracted with the Harrisons to provide general land management services for hire. Natural Resources LLC. is the entity that has provided the majority of general land management tasks since 2008. Also, the Authority's responsibility to manage the entire RV Griffin for SWFWMD has demanded other tasks relating to exotic plant control and public use that Natural Resources

has provided. Since 2008, Natural Resources LLC. has completed and invoiced many different jobs including prescribed fire, fire line maintenance, exotic plant and animal control, road repair, fence repair, trail maintenance, security, mowing of improved pastures and many others.

At this time, Natural Resources has no other public client other than the Authority. The equipment, labor and principals of the business are already on the property in relation to the grazing lease. No mobilization is ever required between jobs as typical of most contractors. This continued presence gives Natural Resources the ability to perform services for the Authority in a timely, efficient and cost-effective manner. Land management, generally speaking is very weather related. Controlled burning is the best example in that although the latest forecasts are used to predict conditions that are favorable for burning certain areas, actual conditions on the ground the day of the burn decide whether the fire will be safe or effective. A local, daily presence on the property is a must in implementing an efficient burning program. Many times, conditions will either improve or deteriorate the day of the fire and if those that are burning either are not already on the property to notice when circumstances are favorable or do not have other jobs (not for hire) to do when conditions are poor, the controlled burning program will suffer in lack of completion, inefficiency and inflated costs. This situation negatively impacts the contractor, the Authority and most importantly, the property. There are many such examples of how a continued presence equates to higher performance.

Many times, the principals of Natural Resources act as the "eyes and ears" of the Authority, passing along pertinent information relating to, for example, security or exotic plant issues noticed during unrelated activities and at no charge. The Harrisons have many times acted as guides for agents of the Authority or other agencies that are not familiar with the property or have provided historical knowledge in relevant situations.

In recent years, as the needs of the property and the Peace River Facility have evolved, Natural Resources along with subcontractors, namely Desoto Sand and Fill Inc., have provided a multitude of services on an as-needed basis relating to Reservoirs 1 and 2, the ASR field and other facilities. Embankment repair, sod installation, road construction, culvert replacement, aggregate delivery and placement are just a few examples of Natural Resources and Desoto Sand and Fill providing and managing a wide variety of projects and services with specific skill sets and equipment. These services have evolved into Natural Resources being a vendor for the Authority in another site work/ earth work contract.

Natural Resources strives to be a practical, efficient and cost-effective partner with the Authority in the shared goal of properly managing the RV Griffin Reserve. We would like to see the property be the premier example of public/private partnerships creating successful multiple uses relating to water supply resources, conservation, recreation and agriculture.

Proposal Requirements per Authority's Information Packet

1. Legal name, address, phone number and email of Contractor;

Natural Resources LLC.
9180 NW Lily Ave.
Arcadia, Fl 34266
863-990-1777 / 863-990-8515
m.harrison@yahoo.com

2. List of partners/managers/subcontractors (if any) who would be utilized on the project;

Ken and Matt Harrison, principals, Natural Resources LLC- qualifications attached.
Dwight Daughtrey, Desoto Sand and Fill Inc- qualifications attached
Kaleb West- Desoto Sand and Fill- office location, experience and qualifications attached
Larry McClenithan, hog trapper, info attached

3. Principal office locations of submitting Contractor and any proposed partners/subcontractors;

Natural Resources LLC.- Prime Contractor
9180 NW Lily Ave.
Arcadia, Fl 34266
Desoto Sand and Fill Inc.- Subcontractor
6760 SW CR 769
Arcadia, Fl 34269
Larry McClenithan
3443 SW CR 769
Arcadia, Fl 34266

4. Legal form of company, i.e. partnership, corporation, joint venture (if joint venture, identify the members);

Natural Resources LLC. Limited Liability Company owned by member/managers Ken and Matt Harrison.

5. Copy of all current licenses, registrations, and certifications issued by federal, state and local agencies and any other licenses, registrations or certificates from any other governmental entity with jurisdiction, allowing Contractor to perform the necessary work, including but not limited to Florida Certified Burn Manager license and Florida Certified Restricted Use Pesticide license; and copy of Florida Forestry Service tabulation showing number of burn authorizations over the last three (3) years;

Ken and Matt Harrison are both FDACS licensed certified restricted use pesticide applicators, license numbers and verification are attached. Ken and Matt Harrison are also both Florida Forest Service certified burn managers, license numbers, verification and FFS burn authorizations for Ken and Matt Harrison are attached.

- 6. Identification of Contractor'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;**

Matt Harrison, qualifications, bio and contact information is attached.

- 7. Identification, outline of qualifications and professional experience of other key personnel who will be assigned to conduct general services provided in the Scope of Services section, and the location of the office to which they are assigned;**

Ken Harrison, qualifications, office location and experience attached.

Dwight Daughtrey- Desoto Sand and Fill, qualifications, office location and experience attached.

Kaleb West- Desoto Sand and Fill- office location, experience and qualifications attached

Larry McClenithan, qualifications, location and experience attached.

- 8. Description and examples of projects completed by Contractor relating to the services requested herein, including budget , approximate project start date(s) and completion time information;**

Attached to this proposal is a summary of services and projects already provided to the Authority by Natural Resources LLC. on the RV Griffin Reserve and the Peace River Facility.

- 9. Disclosure of whether Contractors or subcontractors previously represented or currently represents Charlotte, Desoto, Manatee or Sarasota Counties, and/or City of North Port (Customers), in any capacity, and description of such representation, if applicable;**

Neither Natural Resources LLC or any of its subcontractors represent any of the above entities.

- 10. Disclosure of any current litigation the Contractor or subcontractor(s) is a) a party to, or b) directly or indirectly involved (e.g. retained for testimony and expertise on behalf of any other entity; subpoenaed; etc.) that is against the Authority or any of its Customers, and a description of such litigation, if applicable;**

Neither Natural Resources LLC or any of its subcontractors are involved in any litigation as described above.

- 11. Summary and disposition of any individual cases of litigation, judgments and/or legal actions, entered against Contractor or subcontractor(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;**

Neither Natural Resources LLC or any of its subcontractors are involved in any litigation as described above.

12. Name and contact information for at least three (3) references that are Florida public entities that have utilized services provided by Contractor similar to those required by this Request for Proposals;

References attached. The Authority is the only public entity that Natural Resources has provided services for.

13. Required Forms (see forms included below):

Project Manager and Project Team/Key Personnel Form;

Attached

Signed Sworn Statement under Section 287.133(3)(a), Florida Statutes, on Public Entity Crimes ;

Signed, notarized and attached

References Form;

Attached

Exhibit A- Labor and Equipment Fee Schedules;

Completed and Attached

Matt Harrison, Project Manager

Matt Harrison is a member/manager of Natural Resources LLC., located in Arcadia, Fl. Matt's background is in his family's agricultural operation that currently operates in Desoto, Hardee, Manatee and Sarasota counties. Matt is a graduate of Desoto County High School, received an AA from South Florida Community College, a BS from the University of Florida, majoring in Food and Resource Economics, specializing in Natural Resource and Environmental Economics with a minor in Agricultural Law. Matt is a graduate of the Dale Carnegie Program and the Wedgworth Leadership Institute, Class VII. The WLI program was a two year curriculum that traveled in and out of Florida studying agricultural and natural resource related issues with a group of 30 professionals. The program culminated with a three week educational trip to China, Vietnam and Hong Kong. Matt also assists in land management issues with the Mabry Carlton Ranch in eastern Sarasota County. Matt is currently President of the Desoto/Charlotte Farm Bureau. Matt is a Florida Forest Service Certified Burn Manager with 67 burn authorizations in the last three years. Matt is also a FDACS certified restricted use pesticide applicator. After college and before returning to the family business, Matt was an Environmental Specialist with the Florida Department of Agriculture's Office of Agriculture Water Policy in Tallahassee. He was involved in the development of "Florida's Agricultural Water Policy" in 2003, a document that outlined agriculture's demand for continued water supply. After FDACS, Matt was Florida Farm Bureau's first Environmental Services Coordinator, working on environmental/resource related issues and managing the County Alliance for Responsible Environmental Stewardship (CARES) program, a program that recognized producers who implemented Best Management Practices.

Matt has been the Project Manager for all services provided to the Authority by Natural Resources LLC. A summary of these services is provided in this proposal.

Matt has had a life-long presence on the RV Griffin Reserve and is committed to its stewardship.

Ken Harrison

Ken Harrison is a member/manager of Natural Resources LLC., located in Arcadia, Fl. With an agricultural background, Ken has maintained a local business, Harrison Cattle LLC. for many years. Ken has an AS from South Florida Community College and a BS from the University of Florida with a major in Animal Sciences.

Involvements include:

Peace River Soil and Water Conservation District, supervisor and former chair

Florida Farm Bureau Federation, state director

Desoto/Charlotte Farm Bureau, director and former president

Farm Bureau Natural Resources Advisory Committee

Society for Range Management, Florida Section, former president

Desoto County Cattlemen's Association, board member and former president

Florida Cattlemen Association, member

Florida Soil and Water Conservation Council, former member

Peace River Basin Board, former member

Ken is a Florida Forest Service Certified Burn Manager with 60 burn authorizations in the last three years. Ken is also a FDACS certified restricted use pesticide applicator.

Ken has over a fifty year, personal knowledge of the RV Griffin Reserve, performing the great majority of the land management on the property during that time. Ken understands the responsibility of properly managing the land and the ways in which to accomplish that goal.

Dwight Daughtrey

Dwight Daughtrey is owner of Desoto Sand and Fill Inc., a Desoto County-based excavation company. Desoto Sand and Fill offers a wide array of services including road construction and repair, culvert placement, aggregate acquisition and delivery, swale/embankment repair and maintenance and sod installation. Equipment owned and operated by Desoto Sand and Fill include dump trucks, loaders, track hoes, back hoes, forklifts, skid steers, leveling tractors and a motor grader. Natural Resources LLC. has subcontracted with Desoto Sand and Fill on a wide variety of projects for the Authority that have been satisfactorily completed. Dwight has a long history with both the Authority and the property.

Kaleb West

Kaleb West is a manager of Desoto Sand and Fill. Kaleb has been extensively involved in projects performed for the Authority in recent years. Kaleb has firsthand experience in projects related to the RV Griffin and the Peace River Facility. Projects completed include road repair ,

reservoir slope and sod work, culvert installation, grading, dragging, excavation and dam installation.

Larry McClenithan

Larry is an experienced hog trapper in this area. To date, he has removed approximately 1000 hogs from the RV Griffin Reserve. Larry knows the property and how to most efficiently remove the hogs while responsibly using internal roads and keeping Natural Resources and Authority staff up to date on his activities.

General Land Management Services on the RV Griffin Reserve

This is an explanation of specific services listed in the information packet, that are already being provided by Natural Resources LLC; more services are available from Natural Resources and in some cases have already been implemented on the RV Griffin Reserve and the Peace River Facility.

Mowing

There are three domestic fields on the northern portion of the RV Griffin that, in order to control undesirable brush, have required periodical mowing. Natural Resources has successfully controlled undesirable vegetation and reduced the risk of wildfire on these areas. Using a commercial sized tractor and batwing mower, Natural Resources has completed this work for the Authority in an efficient manner. More recently, Natural Resources have been involved in the restoration of two of these fields.

Exotic/Invasive Vegetation Control- Chemical Treatment

Like any property, the RV Griffin is at risk from the spread of exotic/invasive vegetation. The location of the property adjacent to the vacant area of the City of North Port increases these risks. Natural Resources has implemented an exotic control program to thwart the growth and spread of tropical soda apple, brazilian pepper, cogon grass, lygodium and others. Specialized equipment and personnel that are familiar with vegetation, herbicides and control methods fulfill these tasks that include mapping and record keeping. The Harrisons' constant presence on the property as part of the grazing lease allows for them to notice and scout new colonies of exotics at no charge to the Authority.

Fire Lanes

Fire Lanes are needed to both manage the controlled burns on the property and to restrict the spread of wildfires from adjoining properties. Natural Resources has annually maintained fire lanes on the northern portion of the RV Griffin as well as disked others in preparation for controlled burns. Tractors and disks are nearly always kept on site.

Prescribed Burning

Prescribed Burning is a vital land management tool to reduce the fuel loads related to wildfires, control undesirable brush, promote plant diversity and the food supply for wildlife. Natural Resources' principals have implemented hundreds of controlled burns on the RV Griffin over the last fifty plus years. Ken and Matt Harrison are both Florida Forest Service Certified Burn Managers with a combined total of 122 burn authorizations in the last three years, some of these authorizations have been on the RV Griffin Reserve. The RV Griffin has been

complemented by many to have had a vigorous burn history that has made the property advantageous for many of its other uses. Natural Resources' burns have been documented as favorable to the mitigation work required as part of the Reservoir 2 construction. Natural Resources' presence on the property related to the grazing lease allows it to implement burning in a more efficient and cost-effective manner than would be otherwise possible.

Invasive Animal Control- Hogs

The control of the feral hog population is widely recognized as a vital land management responsibility. If unchecked the population will grow to become an impossible competitor of food for other wildlife. The "rooting" of the hogs provide a seedbed for undesirable plants. To date, the trapper provided by Natural Resources has removed approximately 1000 hogs from the RV Griffin Reserve, at no charge to the Authority. When hogs damage roads, pastures and open areas, Natural Resources levels those areas with either a metal or tire drag.

Inspect, Repair and Maintain Fences, Signs, Gates, Internal Roads and Trails

Natural Resources regularly patrols property boundaries and fences to repair and report areas where illegal access has taken place. The greatest area of concern is in the property's southwest corner, adjacent to the City of North Port. This portion of the boundary is inspected weekly, Natural Resources repairs any problems with fences, gates, signs, locks or chains immediately when found. Natural Resources coordinates with the Authority and local law enforcement to reduce the effects of illegal activity. Also Natural Resources' local presence allows for personnel to be available at all times during the day, night and weekends deal with issues that may arise. Natural Resources regularly chemically treats all of the chain link fence around Reservoir 1 and 2, the ASR well field and the Ranch House as well as the board fence at the Recreational Trail Head, the Bone Yard and various culverts, gates and internal fences.

The RV Griffin has a 40 mile network of roads and equestrian and hiking trails for public use of the property. In order for the trails to be navigated, regular mowing and inspection, tree trimming and repair of signs and gates must take place. Natural Resources regularly inspects the trails, repairs signage and mows for the Authority to promote safe public use of the property. Equipment required for these tasks are kept on site at all times.

The multiple use activities of the property require regular vehicle traffic. These roads demand maintenance such as mowing, dragging, chemical treatment and periodic repair, depending on varying conditions. Natural Resources performs these tasks for the Authority with equipment already on the property and with dirt moving equipment that is readily available. Natural Resources also kept the Authority abreast of present road conditions in order to make maintenance more timely and cost effective. When additional equipment or personnel is

needed for a particular road repair project, Natural Resources has subcontracted work to Desoto Sand and Fill Inc. for successful completion.

Planting Native Vegetation

Natural Resources would welcome the opportunity to add native vegetation planting to the services provided on the RV Griffin Reserve. Our history on the property, daily presence and resources on site would allow a cost effective approach to this type of work. Natural Resources has already been involved in a project on the RV Griffin, managed by Earth Balance, to restore portions of "Pasture B". Natural Resources mowed, treated with herbicide, burned, disked and rotovated an area that was the first phase of this project. The completion of these tasks allowed for Earth Balance to plant the area with native seed. Natural Resources looks forward to continuing to provide these types of services.

Supporting Site Security

As mentioned above, Natural Resources provides weekly patrols of the RV Griffin's sw corner where there has been a long history of trespass and vandalism. Repairs of fences and gates are completed when needed and Authority staff is notified of any issues. Natural Resources works with local law enforcement and increases boundary patrols when problems arise. Natural Resources charges the Authority "one-half" of the time spent on weekly patrols because of the mutual benefit to the Authority and Harrison Cattle LLC. As mentioned above, Natural Resources' local presence allows for personnel to be available at all times during the day, night and weekends deal with issues that may occur.

Advice and Counsel Regarding Site Maintenance, Land Stewardship and Management Goals

Proper maintenance and stewardship of the RV Griffin Reserve is the most important objective to Natural Resources LLC. The over fifty year history of the Harrison family on the property provides for an inherent ability and responsibility to assist and advise the Authority for appropriate management, can continue to be a great example of stewardship. Natural Resources has advised Authority staff on a wide array of management issues relating to the property with an objective, practical approach and strives to continue to assist the Authority to reach approved land management goals.

To whom it may concern:

Due to the amount of information requested, this Proposal consists of greater than 20 pages. The required Florida Forest Service tabulation of burn authorizations in the last three years for Ken and Matt Harrison is fourteen (14) pages long. This Proposal is my best attempt at providing the information that is required. I apologize for any inconvenience.

A handwritten signature in black ink, appearing to read "Matt Harrison". The signature is cursive and somewhat stylized.

Matt Harrison, Natural Resources LLC.

Burn History

Jun 7 at 12:02 PM

Keegan, Mike <michael.keegan@fdacs.gov>

To: Matt Harrison <m.harrison@yahoo.com>

2 Files 2.4MB Download All

Matt,

Our records indicate that both you (#20073709) and Ken Harrison (#19911793) are Certified Burn Managers in good standing in the State of Florida. Your 3 year burn histories are attached. Just an FYI, if you sign up to use the on-line burn authorization system, you can access your burn history at any time. Thanks, and let me know if you have any questions.

Michael R. Keegan

Forest Area Supervisor

Florida Forest Service

Florida Department of Agriculture and Consumer Services

(941) 213-6982

(941) 213-6973 Fax

Michael.Keegan@FDACS.gov

Myakka River District

4723 53rd Avenue East

Bradenton, FL 34203

www.FDACS.gov



Florida Forest Service Reporting System

Open Burn Authorization Request History

Harrison, Matthew (Customer # 1341984)

Last 3 year history - 62 burn authorizations

Request #	Date	Size	Status	Certified	Type	
2018093564	12/12/2018	1 20 by 25 piles	Authorized	N	Agricultural--Range management	Details
2018087908	11/20/2018	300 acres	Authorized	Y	Agricultural--Range management	Details
2018071590	09/17/2018	100 acres	Authorized	Y	Agricultural--Range management	Details
2018024494	02/27/2018	350 acres	Authorized	Y	Agricultural--Pasture	Details
2018023972	02/26/2018	300 acres	Authorized	Y	Agricultural--Range management	Details
2018016696	02/10/2018	150 acres	Authorized	Y	Agricultural--Range management	Details
2018015933	02/09/2018	300 acres	Authorized	Y	Agricultural--Pasture	Details
2018015795	02/08/2018	50 acres	Authorized	Y	Agricultural--Pasture	Details
2018015215	02/07/2018	300 acres	Authorized	Y	Agricultural--Pasture	Details
2018014485	02/06/2018	400 acres	Authorized	Y	Agricultural--Pasture	Details

[1] [2] [3] [4] [5] [6] [7] Page 8 [9] [10] [...]

Source: Florida Forest Service - Internal Use Only

Run time: June 07, 2021 11:41 Eastern Daylight Time

Version: 4.0

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Florida Forest Service Reporting System

Open Burn Authorization Request History

Harrison, Matthew (Customer # 1341984)

Request #	Date	Size	Status	Certified	Type	
2019012343	02/04/2019	200 acres	Authorized	Y	Agricultural--Range management	Details
2019011995	02/03/2019	300 acres	Authorized	Y	Agricultural--Range management	Details
2019010357	01/29/2019	200 acres	Authorized	Y	Agricultural--Range management	Details
2019008280	01/19/2019	250 acres	Authorized	Y	Agricultural--Range management	Details
2019006634	01/15/2019	300 acres	Authorized	Y	Agricultural--Range management	Details
2019005785	01/14/2019	300 acres	Authorized	Y	Agricultural--Range management	Details
2019003624	01/09/2019	300 acres	Authorized	Y	Agricultural--Range management	Details
2019003573	01/08/2019	300 acres	Authorized	Y	Agricultural--Range management	Details
2019003078	01/07/2019	300 acres	Authorized	Y	Agricultural--Range management	Details
2019002640	01/06/2019	300 acres	Authorized	Y	Agricultural--Range management	Details

[1] [2] [3] [4] [5] [6] Page 7 [8] [9] [10] [...]

Source: Florida Forest Service - Internal Use Only

Run time: June 07, 2021 11:40 Eastern Daylight Time

Version: 4.0

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Florida Forest Service Reporting System

Open Burn Authorization Request History

Harrison, Matthew (Customer # 1341984)

Request #	Date	Size	Status	Certified	Type	
2019026212	03/11/2019	200 acres	Authorized	Y	Agricultural--Range management	Details
2019025343	03/08/2019	300 acres	Authorized	Y	Agricultural--Range management	Details
2019024295	03/07/2019	250 acres	Authorized	Y	Agricultural--Range management	Details
2019023894	03/06/2019	300 acres	Authorized	Y	Agricultural--Range management	Details
2019020906	02/25/2019	250 acres	Authorized	N	Agricultural--Range management	Details
2019018277	02/18/2019	150 acres	Authorized	Y	Agricultural--Range management	Details
2019017886	02/17/2019	150 acres	Authorized	Y	Agricultural--Range management	Details
2019015608	02/11/2019	250 acres	Authorized	Y	Agricultural--Range management	Details
2019013993	02/07/2019	250 acres	Authorized	Y	Agricultural--Range management	Details
2019013126	02/06/2019	100 acres	Authorized	Y	Agricultural--Range management	Details

[1] [2] [3] [4] [5] Page 6 [7] [8] [9] [10] [...]

Source: Florida Forest Service - Internal Use Only

Run time: June 07, 2021 11:40 Eastern Daylight Time

Version: 4.0

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Florida Forest Service Reporting System

Open Burn Authorization Request History

Harrison, Matthew (Customer # 1341984)

Request #	Date	Size	Status	Certified	Type	
2020007735	01/20/2020	300 acres	Authorized	Y	Agricultural--Range management	Details
2020007570	01/19/2020	300 acres	Authorized	Y	Agricultural--Range management	Details
2020005871	01/14/2020	350 acres	Authorized	Y	Agricultural--Range management	Details
2020005415	01/13/2020	100 acres	Authorized	Y	Agricultural--Range management	Details
2020004879	01/12/2020	400 acres	Authorized	Y	Agricultural--Range management	Details
2020003421	01/08/2020	250 acres	Authorized	Y	Agricultural--Range management	Details
2020002988	01/07/2020	350 acres	Authorized	Y	Agricultural--Range management	Details
2019066700	08/21/2019	50 acres	Authorized	Y	Agricultural--Range management	Details
2019034910	04/06/2019	1 12 by 20 piles	Authorized	N	Agricultural--Pasture	Details
2019027057	03/12/2019	150 acres	Authorized	Y	Agricultural--Range management	Details

[1] [2] [3] [4] Page 5 [6] [7] [8] [9] [10] [...]

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Florida Forest Service Reporting System

Open Burn Authorization Request History

Harrison, Matthew (Customer # 1341984)

Request #	Date	Size	Status	Certified	Type	
2020027002	03/10/2020	250 acres	Denied	Y	Agricultural--Range management	Details
2020017865	02/14/2020	150 acres	Authorized	Y	Agricultural--Range management	Details
2020017481	02/13/2020	150 acres	Authorized	Y	Agricultural--Range management	Details
2020016566	02/11/2020	250 acres	Authorized	Y	Agricultural--Range management	Details
2020015995	02/10/2020	400 acres	Authorized	Y	Agricultural--Range management	Details
2020013309	02/03/2020	1 12 by 20 piles	Authorized	N	Agricultural--Pasture	Details
2020012903	02/02/2020	250 acres	Authorized	Y	Agricultural--Range management	Details
2020011944	01/30/2020	300 acres	Authorized	Y	Agricultural--Range management	Details
2020011891	01/29/2020	300 acres	Authorized	Y	Agricultural--Range management	Details
2020010984	01/28/2020	200 acres	Authorized	Y	Agricultural--Range management	Details

[1] [2] [3] Page 4 [5] [6] [7] [8] [9] [10] [...]

Source: Florida Forest Service - Internal Use Only

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Florida Forest Service Reporting System

Open Burn Authorization Request History

Harrison, Matthew (Customer # 1341984)

Request #	Date	Size	Status	Certified	Type	
2020058914	07/14/2020	1 10 by 20 piles	Authorized	N	Agricultural--Pasture	Details
2020052066	06/17/2020	200 acres	Authorized	Y	Agricultural--Range management	Details
2020051460	06/16/2020	250 acres	Authorized	Y	Agricultural--Range management	Details
2020051262	06/15/2020	250 acres	Authorized	Y	Agricultural--Range management	Details
2020050976	06/14/2020	150 acres	Authorized	Y	Agricultural--Range management	Details
2020049402	06/09/2020	100 acres	Authorized	Y	Agricultural--Range management	Details
2020049267	06/08/2020	250 acres	Authorized	Y	Agricultural--Range management	Details
2020028720	03/13/2020	250 acres	Authorized	Y	Agricultural--Range management	Details
2020027737	03/12/2020	250 acres	Authorized	Y	Agricultural--Range management	Details
2020027104	03/11/2020	350 acres	Authorized	Y	Agricultural--Range management	Details

[1] [2] Page 3 [4] [5] [6] [7] [8] [9] [10] [...]

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Version: 4.0

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Florida Forest Service Reporting System

Open Burn Authorization Request History

Harrison, Matthew (Customer # 1341984)

Request #	Date	Size	Status	Certified	Type	
2021003126	01/07/2021	400 acres	Authorized	Y	Agricultural--Range management	Details
2021002597	01/06/2021	400 acres	Authorized	Y	Agricultural--Range management	Details
2021002229	01/05/2021	400 acres	Authorized	Y	Agricultural--Range management	Details
2021001455	01/04/2021	400 acres	Authorized	Y	Agricultural--Range management	Details
2020076345	10/01/2020	250 acres	Authorized	Y	Agricultural--Range management	Details
2020069559	08/27/2020	300 acres	Authorized	Y	Agricultural--Range management	Details
2020069267	08/26/2020	300 acres	Authorized	Y	Agricultural--Range management	Details
2020068222	08/20/2020	150 acres	Authorized	Y	Agricultural--Range management	Details
2020067460	08/17/2020	150 acres	Authorized	Y	Agricultural--Range management	Details
2020058906	07/14/2020	3 10 by 20 piles	Authorized	N	Agricultural--Pasture	Details

[1] Page 2 [3] [4] [5] [6] [7] [8] [9] [10] [...]

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Florida Forest Service Reporting System

Open Burn Authorization Request History

Harrison, Matthew (Customer # 1341984)

Request #	Date	Size	Status	Certified	Type	
2021021340	02/26/2021	300 acres	Authorized	Y	Agricultural--Range management	Details
2021019671	02/24/2021	400 acres	Authorized	Y	Agricultural--Range management	Details
2021019242	02/23/2021	200 acres	Authorized	Y	Agricultural--Range management	Details
2021018642	02/22/2021	400 acres	Authorized	Y	Agricultural--Range management	Details
2021015137	02/10/2021	400 acres	Authorized	Y	Agricultural--Range management	Details
2021014306	02/08/2021	300 acres	Authorized	Y	Agricultural--Range management	Details
2021007557	01/20/2021	400 acres	Authorized	Y	Agricultural--Range management	Details
2021006762	01/18/2021	400 acres	Authorized	Y	Agricultural--Range management	Details
2021004251	01/11/2021	400 acres	Authorized	Y	Agricultural--Range management	Details
2021003696	01/09/2021	400 acres	Authorized	Y	Agricultural--Range management	Details

Page 1 [2] [3] [4] [5] [6] [7] [8] [9] [10] [...]

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Florida Forest Service Reporting System

Open Burn Authorization Request History

HARRISON, KEN (Customer # 1305901)

Last 3 year history - 60 burn authorizations

Request #	Date	Size	Status	Certified	Type	
2018048103	06/04/2018	100 acres	Authorized	Y	Agricultural--Range management	Details
2018047747	06/03/2018	100 acres	Authorized	Y	Agricultural--Range management	Details
2018047659	06/02/2018	100 acres	Authorized	Y	Agricultural--Range management	Details
2018028654	03/13/2018	100 acres	Authorized	Y	Agricultural--Range management	Details
2018024491	02/27/2018	100 acres	Authorized	Y	Agricultural--Range management	Details
2018019083	02/16/2018	100 acres	Authorized	Y	Agricultural--Range management	Details
2018017028	02/11/2018	100 acres	Authorized	Y	Agricultural--Range management	Details
2018015664	02/08/2018	100 acres	Authorized	N	Agricultural--Range management	Details
2018015353	02/07/2018	100 acres	Authorized	Y	Agricultural--Range management	Details
2018014716	02/06/2018	100 acres	Authorized	Y	Agricultural--Range management	Details

[1] [2] [3] [4] [5] [6] Page 7 [8] [9] [10] [...]

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Florida Forest Service Reporting System

Open Burn Authorization Request History

HARRISON, KEN (Customer # 1305901)

Request #	Date	Size	Status	Certified	Type	
2019070807	09/10/2019	75 acres	Authorized	Y	Agricultural--Range management	Details
2019070549	09/09/2019	75 acres	Authorized	N	Agricultural--Range management	Details
2019069425	09/03/2019	75 acres	Authorized	N	Agricultural--Range management	Details
2019066254	08/19/2019	100 acres	Authorized	Y	Agricultural--Range management	Details
2019064841	08/11/2019	75 acres	Authorized	Y	Agricultural--Range management	Details
2019030236	03/21/2019	50 acres	Authorized	Y	Agricultural--Range management	Details
2019026030	03/10/2019	100 acres	Authorized	Y	Agricultural--Range management	Details
2019011936	02/02/2019	200 acres	Authorized	Y	Agricultural--Range management	Details
2019002453	01/05/2019	100 acres	Authorized	Y	Agricultural--Range management	Details
2019002146	01/04/2019	75 acres	Authorized	Y	Agricultural--Range management	Details

[1] [2] [3] [4] Page 5 [6] [7] [8] [9] [10] [...]

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Florida Forest Service Reporting System

Open Burn Authorization Request History

HARRISON, KEN (Customer # 1305901)

Request #	Date	Size	Status	Certified	Type	
2019001623	01/03/2019	300 acres	Authorized	Y	Agricultural--Range management	Details
2018094638	12/17/2018	200 acres	Authorized	Y	Agricultural--Range management	Details
2018070508	09/12/2018	100 acres	Authorized	Y	Agricultural--Range management	Details
2018069991	09/10/2018	100 acres	Authorized	Y	Agricultural--Range management	Details
2018066356	08/22/2018	100 acres	Authorized	Y	Agricultural--Range management	Details
2018065821	08/20/2018	100 acres	Authorized	Y	Agricultural--Range management	Details
2018059135	07/20/2018	100 acres	Authorized	Y	Agricultural--Range management	Details
2018055526	07/03/2018	100 acres	Authorized	Y	Agricultural--Range management	Details
2018054593	06/28/2018	100 acres	Authorized	Y	Agricultural--Range management	Details
2018048551	06/05/2018	100 acres	Authorized	Y	Agricultural--Range management	Details

[1] [2] [3] [4] [5] Page 6 [7] [8] [9] [10] [...]

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Florida Forest Service Reporting System

Open Burn Authorization Request History

HARRISON, KEN (Customer # 1305901)

Request #	Date	Size	Status	Certified	Type	
2020050954	06/14/2020	100 acres	Authorized	Y	Agricultural--Range management	Details
2020050124	06/11/2020	200 acres	Authorized	Y	Agricultural--Range management	Details
2020049242	06/08/2020	250 acres	Authorized	Y	Agricultural--Range management	Details
2020049026	06/07/2020	250 acres	Authorized	Y	Agricultural--Range management	Details
2020045631	05/26/2020	100 acres	Authorized	Y	Agricultural--Range management	Details
2020045630	05/26/2020	150 acres	Authorized	Y	Agricultural--Range management	Details
2020005420	01/13/2020	100 acres	Authorized	Y	Agricultural--Range management	Details
2019073481	09/24/2019	75 acres	Authorized	N	Agricultural--Range management	Details
2019072766	09/19/2019	75 acres	Denied	N	Agricultural--Range management	Details
2019071114	09/11/2019	75 acres	Authorized	Y	Agricultural--Range management	Details
[1] [2] [3] Page 4 [5] [6] [7] [8] [9] [10] [...]						

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Florida Forest Service Reporting System

Open Burn Authorization Request History

HARRISON, KEN (Customer # 1305901)

Request #	Date	Size	Status	Certified	Type	
2020067541	08/18/2020	150 acres	Authorized	Y	Agricultural--Range management	Details
2020067391	08/17/2020	150 acres	Authorized	N	Agricultural--Range management	Details
2020066314	08/12/2020	150 acres	Authorized	Y	Agricultural--Range management	Details
2020064902	08/07/2020	70 acres	Cancelled	Y	Agricultural--Range management	Details
2020064901	08/07/2020	150 acres	Cancelled	Y	Agricultural--Range management	Details
2020064620	08/05/2020	70 acres	Authorized	Y	Agricultural--Range management	Details
2020064622	08/05/2020	75 acres	Authorized	Y	Agricultural--Range management	Details
2020064618	08/05/2020	180 acres	Authorized	Y	Agricultural--Range management	Details
2020056408	07/02/2020	100 acres	Authorized	Y	Agricultural--Range management	Details
2020053365	06/21/2020	150 acres	Authorized	Y	Agricultural--Range management	Details

[1] [2] Page 3 [4] [5] [6] [7] [8] [9] [10] [...]

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Florida Forest Service Reporting System

Open Burn Authorization Request History

HARRISON, KEN (Customer # 1305901)

Request #	Date	Size	Status	Certified	Type	
2021021876	02/27/2021	50 acres	Authorized	Y	Agricultural--Pasture	Details
2021021620	02/26/2021	100 acres	Authorized	Y	Agricultural--Range management	Details
2021020547	02/25/2021	100 acres	Authorized	Y	Agricultural--Range management	Details
2021019470	02/23/2021	100 acres	Authorized	Y	Agricultural--Range management	Details
2021014077	02/06/2021	50 acres	Authorized	Y	Agricultural--Range management	Details
2021013662	02/05/2021	150 acres	Authorized	Y	Agricultural--Range management	Details
2021013430	02/04/2021	100 acres	Authorized	Y	Agricultural--Range management	Details
2021012057	01/31/2021	150 acres	Authorized	Y	Agricultural--Range management	Details
2020078532	10/10/2020	100 acres	Authorized	Y	Agricultural--Range management	Details
2020074750	09/24/2020	100 acres	Authorized	Y	Agricultural--Range management	Details
Page 1 [2] [3] [4] [5] [6] [7] [8] [9] [10] [...]						

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Florida Forest Service Reporting System

Open Burn Authorization Request History

HARRISON, KEN (Customer # 1305901)

Request #	Date	Size	Status	Certified	Type	
2020073404	09/16/2020	100 acres	Authorized	Y	Agricultural--Range management	Details
2020073224	09/15/2020	100 acres	Authorized	Y	Agricultural--Range management	Details
2020072292	09/09/2020	100 acres	Authorized	Y	Agricultural--Range management	Details
2020071754	09/07/2020	100 acres	Authorized	Y	Agricultural--Range management	Details
2020071501	09/05/2020	100 acres	Authorized	N	Agricultural--Range management	Details
2020071290	09/04/2020	100 acres	Authorized	Y	Agricultural--Range management	Details
2020070678	09/02/2020	100 acres	Authorized	Y	Agricultural--Range management	Details
2020070491	09/01/2020	100 acres	Authorized	Y	Agricultural--Range management	Details
2020070080	08/30/2020	150 acres	Authorized	Y	Agricultural--Range management	Details
2020068177	08/20/2020	100 acres	Authorized	Y	Agricultural--Range management	Details
[1] Page 2 [3] [4] [5] [6] [7] [8] [9] [10] [...]						

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Licensed Pesticide Ap...

Applicator Detail

Favorites

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Print

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Applicator's Name

City, State

HARRISON, MATTHEW EARL SIDELL, FL

License No.

License Status

License Type:

PV40699 Normal Private RUP Applicator License

License Categories

Private Applicator Agriculture

Original Issue Date

Last Issue Date

Expiration Date

6/10/2009 8/30/2017 6/30/2021

Company Name

Agent Count: 0

IMG_0144.PNG

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Procurement Policy an... | Licensed Pesticide Ap... | **Applicator Detail** | Favorites

Licensed Pesticide Applicator Detail

Print

Close

Applicator's Name	City, State
HARRISON, JAMES KENNETH	ARCADIA, FL

License No.	License Status	License Type:
PV14484	Normal	Private RUP Applicator License

License Categories
Private Applicator Agriculture

Original Issue Date	Last Issue Date	Expiration Date
9/16/1999	8/22/2019	9/30/2023

Company Name

Agent Count: 0



**PROJECT MANAGER AND PROJECT TEAM/KEY PERSONNEL
for
AS-NEEDED GENERAL LAND MANAGEMENT SERVICES**

The Contractor'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>
Matt Harrison	Project Manager	Land Management	Owner, Natural Resources LLC.	9660 Turpentine St. 11 Rd Sidell, FL 34266
Ken Harrison	Principal, Manager	Land Management	Owner, Natural Resources LLC.	9180 NW 61st Ave Arcadia FL 34266
Dwight Daughtrey	Sub Contractor	Excavation/Site Work	Owner Desoto Sand & Fill	6760 SW CR 769 Arcadia FL 34269
Kaleb West	Sub Contractor, Manager	Excavation/Site Work	Desoto Sand & Fill	6760 SW CR 769 Arcadia FL 34266
Larry McClenithan	Hog Trapper	Hog Removal	Self	3443 SW 769 CR Arcadia, FL 34266

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 Matthew E Harrison, Manager
(Print individual's name and title)

for Natural Resources LLC
(Print name of entity submitting sworn statement)

whose business address is 9180 NW Lily Ave Arcadia FL 34266

and (if applicable) its Federal Employer Identification Number (FEIN) is 26-1979297
(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____).

2. I understand that a "public entity crime" as defined in Section 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid, proposal, reply, or contract for goods 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 Section 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in Section 287.133(1)(a), Florida Statutes, means:

a) A predecessor or successor of a person convicted of a public entity crime; OR

b) An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a "person" as defined in Section 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members and agents who are active in management of an entity.

6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Indicate which statement applies.)

Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (Attach a copy of the Final Order.)

I UNDERSTAND THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES, FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

Matthew Harrison 6/11/21
(Signature) (Date)

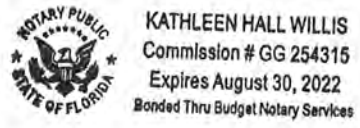
STATE OF Florida
COUNTY OF DeSoto

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 11th day of June, 2021 by Matthew Harrison as Manager of Natural Resources, a LLC company organized under the laws of the State of Florida, on behalf of the company, who is personally known to me or has produced _____ as identification.

Kathleen Hall Willis
Notary Public
Name (Printed) Kathleen Hall Willis

My commission expires 8/30/22

(Printed typed or stamped Commissioned name of Notary Public)



REFERENCES

Contractor must provide a minimum of three (3) references that meet the requirements in the Request for Proposals.

Contractor Name: Natural Resources LLC.

Reference Entity: Mahry Carlton Ranch Inc.

Reference Contact Person: Lisa Carlton

Reference Address: 9430 Sidell Rd, Sidell FL 34266

Reference Email Address: lisa@mahrycarltonranch.com

Reference Phone No.: 941-809-2181

Project Name: Mahry Carlton Ranch

Project Location: Sarasota Co., FL

Contractor Project Manager: Matt Harrison

Contract Amount: Ongoing

Date Project Commenced: Jan 1, 2006

Date of Final Completion: Ongoing

Description of Work Performed:

Matt Harrison, Natural Resources LLC. assists in general land management of the ranch operations. Services / Management provided include prescribed burning, mowing, exotic weed & animal control, boundary & fence maintenance, and security. Matt also assists with staff from Sarasota Co., SWFWMD and others regarding local and state regulations, water use permits and conservation easements.

REFERENCES

Contractor must provide a minimum of three (3) references that meet the requirements in the Request for Proposals.

Contractor Name: Natural Resources LLC.

Reference Entity: Family Dynamics

Reference Contact Person: Jeff Adams

Reference Address: 2995 NW Tom Mizell Rd, Arcadia FL

Reference Email Address: jeff@cmicitrus.com

Reference Phone No.: 863-490-1617

Project Name: Family Dynamics Property

Project Location: Eastern Manatee Co. FL

Contractor Project Manager: Matt Harrison

Contract Amount: Ongoing

Date Project Commenced: Ongoing

Date of Final Completion: Ongoing

Description of Work Performed: _____

The principals of Natural Resources LLC. lease property
from Family Dynamics in Eastern Manatee County.
Services provided include prescribed fire, exotic weed
control and mowing.

REFERENCES

Contractor must provide a minimum of three (3) references that meet the requirements in the Request for Proposals.

Contractor Name: Natural Resources LLC.

Reference Entity: Lawrence Hall Ranch

Reference Contact Person: Lawrence Hall

Reference Address: PO Box 17939 Tampa, FL 33682

Reference Email Address: lhall@robbinslumber.com

Reference Phone No.: 813-917-6446

Project Name: Lawrence Hall Ranch

Project Location: Sarasota Co. FL

Contractor Project Manager: Matt Harrison

Contract Amount: Ongoing

Date Project Commenced: Jan. 1, 2016

Date of Final Completion: Ongoing

Description of Work Performed: _____

Matt Harrison, Natural Resources LLC. assists and advises Mr. Hall in the management of his property in eastern Sarasota Co.

REFERENCES

Contractor must provide a minimum of three (3) references that meet the requirements in the Request for Proposals.

Contractor Name: Natural Resources LLC.

Reference Entity: Pease River Manasota Regional Water Supply Authority

Reference Contact Person: Sam Stone

Reference Address: 8998 SW CR 769 Arcadia FL 34266

Reference Email Address: sstone@regionalwater.org

Reference Phone No.: 863-491-7568

Project Name: RV Griffin Reserve

Project Location: DeSoto Co. FL

Contractor Project Manager: Matt Harrison

Contract Amount: ongoing

Date Project Commenced: 1-1-08

Date of Final Completion: ongoing

Description of Work Performed:

As discussed in this proposal, Natural Resources has provided general land management services on the RV Griffin since the Authority has managed the property. Please refer to the attached proposal for an explanation of services provided

**EXHIBIT A
FEE SCHEDULES**

LABOR FEE SCHEDULE

Item	Job Classification*	Fully Burdened Hourly Rates				
		Year 1	Year 2	Year 3	Year 4	Year 5
1	Project Manager	\$ 50/hr	\$ 50/hr	\$ 50/hr	\$ 50/hr	\$ 50/hr.
2	Supervisor	\$ 40/hr	\$ 40/hr	\$ 40/hr	\$ 40/hr	\$ 40/hr
3	Skilled Laborer	\$ 35/hr	\$ 35/hr	\$ 35/hr	\$ 35/hr	\$ 35/hr
4	Unskilled Laborer	\$ 25/hr	\$ 25/hr	\$ 25/hr	\$ 25/hr	\$ 25/hr
5	Florida Certified Burn Manager	\$ 0	included	in \$ / acre burned		\$ 0
6	Florida Certified Restricted Use Pesticide Applicator	\$ 0	included	in supervision of labor		\$ 0
7	Clerical	\$ 35/hr	\$ 35/hr	\$ 35/hr	\$ 35/hr	\$ 35/hr
8						
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* Job classifications and hourly rates should reflect the Contractor's organizational structure and will be considered as a part of the selection process. All current and known planned job classification should be listed on this sheet. Rates are to be fully burdened and inclusive of any associated per diem, incidental & administrative costs.

EQUIPMENT FEE SCHEDULE

Item	Job Classification*	Fully Burdened Hourly Rates				
		Year 1	Year 2	Year 3	Year 4	Year 5
1	Tractor & 12' batwing bush hog mower per acre	\$25	\$25	\$25	\$25	\$25
2	Tractor & 15' batwing bush hog mower per acre	\$25	\$25	\$25	\$25	\$25
3	Tractor & 6'-8' bush hog mower per hour	\$60	\$60	\$60	\$60	\$60
4	Tractor & 8' -12' fire lane disc per mile	\$110	\$110	\$110	\$110	\$110
5	Tractor & 8' -12' disc to repair pastures per acre	\$50	\$50	\$50	\$50	\$50
6	Tractor & herbicide tank & sprayer per hour	\$60	\$60	\$60	\$60	\$60
7	ATV & herbicide tank & sprayer per hour	\$50	\$50	\$50	\$50	\$50
8	Pickup truck per hour	\$50	\$50	\$50	\$50	\$50
9	ATV per hour	\$45	\$45	\$45	\$45	\$45
10	Tractor & roller chopper per acre	\$60	\$60	\$60	\$60	\$60
11	Cost per acre: low risk controlled burns	\$25	\$25	\$25	\$25	\$25
12	Cost per acre: high risk controlled burns	\$35	\$35	\$35	\$35	\$35
13	Tractor & metal drag pasture repair per hour	\$50	\$50	\$50	\$50	\$50
14	Tractor & drag tire road repair per hour	\$50	\$50	\$50	\$50	\$50
15	Motor grader road repair per hour	\$125	\$125	\$125	\$125	\$125
16	Tractor & box blade road repair per hour	\$85	\$85	\$85	\$85	\$85
17	Backhoe & road/swale repairs per hour	\$100	\$100	\$100	\$100	\$100
18	Exotic feral hog trapping & removal cost per animal	\$0	\$0	\$0	\$0	\$0
19	Security Patrol (Western Boundary @ North Port) cost per week	\$30	\$30	\$30	\$30	\$30
Equipment listed below are not mandatory. Specific brands are not required & are listed as examples						
20	Trail Mowing Tractor, 7' mower per mile Single pass	\$100	\$110	\$110	\$110	\$110
21	Trail Mowing, as above, ^{Pass} additional per mile	\$55	\$55	\$55	\$55	\$55
22	Tractor, 15' mowing per hour	\$70	\$70	\$70	\$70	\$70
23	Long Reach Excavator	\$160	\$160	\$160	\$160	\$160
24	Wheel Loader	\$85	\$85	\$85	\$85	\$85

Item	Job Classification*	Fully Burdened Hourly Rates				
		Year 1	Year 2	Year 3	Year 4	Year 5
25	Bull Dozer	\$125	\$125	\$125	\$125	\$125
26	Large Excavator	\$115	\$115	\$115	\$115	\$115
27	Forklift	\$75	\$75	\$75	\$75	\$75
28	Tractor + Rotavator	\$100	\$100	\$100	\$100	\$100
29	Dump Truck	\$85	\$85	\$85	\$85	\$85
30	Semi with Dump Trailer	\$125	\$125	\$125	\$125	\$125
31	Skid Steer with bucket or rake	\$85	\$85	\$85	\$85	\$85
32	Skid Steer with Rotavator	\$125	\$125	\$125	\$125	\$125
33	Skid Steer with Mulching Head	\$145	\$145	\$145	\$145	\$145
34	Mini Excavator	\$100	\$100	\$100	\$100	\$100
35						

* Job classifications shall include the various types & sizes of equipment typical for routine work listed in the Scope of Services. The cost information should reflect the equipment the Contractor plans to use if selected & will be considered part of the selection process. All rates shall be fully burdened and include any associated equipment operator hourly labor rates. The absence of any piece of equipment from the list shall not preclude its use, but will require steps to demonstrate competitive pricing has been secured by & in the best interest of the Authority.

Information Packet/Submittal of
Qualifications
for
General Land Management Services

Peace River Manasota Regional Water
Supply Authority
June 15, 2021



SUMNER LAND MANAGEMENT

15015 Heritage Trail Ln.

Balm, FL 33503

813-323-4798

Sumnerlandmanagement@gmail.com

Joseph Sumner, President



TABLE OF CONTENTS

- Qualifications Requirements
- Disclosures
- Team Resumes
- Example Projects
- Equipment List/Photos
- Required Forms
 - Project Manager and Project Team Key Personnel
 - Signed Public Entity Crime Form
 - Reference Form
 - Exhibit A – Labor Fee Schedule
 - Exhibit A – Equipment Fee Schedule



Response to Statement of Qualification Requirements:

Submitted by:

Sumner Land Management, LLC
15015 Heritage Trail
Balm, FL 33503
813-323-4978

Joe Sumner, President sumnerlandmanagement@gmail.com

LICENSURES

2020 - 2021 HILLSBOROUGH COUNTY BUSINESS TAX RECEIPT		EXPIRES SEPTEMBER 30, 2021	202007100 272304
OCC. CODE 280 066000 PERFORMS SERVICES FOR CONSTRUCTION CONTRACTORS 1 Employees		RENEWAL	22.00
		Hazardous Waste Surcharge	0.00
		Law Library Fee	0.00
2020 - 2021			
BUSINESS	SUMNER LAND MANAGEMENT LLC 15015 HERITAGE TRAIL BALM, FL 33503		
NAME	SUMNER LAND MANAGEMENT LLC	Paid 20-04-25579	
MAILING ADDRESS	PO BOX 604 BALM, FL 33503	09112021 27.50	
BUSINESS TAX RECEIPT		NANCY C MILLAN, TAX COLLECTOR 813-825-2269 THIS BECOMES A TAX RECEIPT WHEN VALIDATED.	

Licensed Pesticide Applicator Detail		
[Print] [Clear]		
Applicator's Name	City/State	
ROSE, CHAD KYLE	SAINT PETERSBURG, FL	
License No.	License Status	License Type
CM25813	Normal	Commercial RUP Applicator License
License Category		
Aquatic Pest Control, Natural Areas Weed Management		
Original Issue Date	Last Renew Date	Expiration Date
6/26/2018	6/26/2018	6/30/2022
Company Name		
Agent Count: 0		

Licensed Pesticide Applicator Detail		
[Print] [Clear]		
Applicator's Name	City/State	
ROSE, CHAD KYLE	SAINT PETERSBURG, FL	
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CM25813	Normal	Commercial RUP Applicator License
License Category		
Aquatic Pest Control, Natural Areas Weed Management		
Original Issue Date	Last Renew Date	Expiration Date
6/26/2018	6/26/2018	6/30/2022
Company Name		
Agent Count: 0		

DISCLOSURES

NO Disclosure of whether Consultant or sub-consultants currently represents Charlotte, DeSoto, Manatee or Sarasota Counties and/or the City of North Port (Customers), in any capacity and descriptions of such representation if applicable.

NONE Disclosure of any current litigation the Consultant or sub-consultant is a party to against any of the Customers, either directly or retained for testimony and expertise on behalf of any other entity in litigation against the Authority or any of its Customers and a description of such litigation if applicable

NONE Disclosure of any litigation against Consultant or sub-consultant for breach of contract for work performed for a Florida public entity within the last five years.



RESUME

NAME JOE SUMNER	ROLE IN THIS CONTRACT JOB SUPERVISOR/POC Security Inspector	YEARS EXPERIENCE	
		a. TOTAL 10	b. WITH CURRENT FIRM 3.5

FIRM NAME AND LOCATION (City and State)
Sumner Land Management Balm, FL

EDUCATION (DEGREE AND SPECIALIZATION) Riverview High School Riverview, FL 2004	CURRENT PROFESSIONAL REGISTRATION (STATE AND DISCIPLINE)
--	--

OTHER PROFESSIONAL QUALIFICATIONS (Publications, Organizations, Training, Awards, etc.)

CORE	Certified 2014 through IFAS
Controlled Burning	Certified 2013 through Florida Dept. of Forestry
BMP – Best Management Practices	Certified 1/2016 - through State of Florida Certified
FDOT Maintenance of Traffic	1/2016 - through State Florida

RELEVANT PROJECTS

Idah Schultz Preserve – Spot spray herbicide & Planting
 The project goal is to treat the listed invasive exotic species (Cogongrass, Brazilian Pepper, Lead Tree, Lantana) located in Management Unit 1 (77-acres) within the Fred & Idah Schultz Preserve and to conduct site prep and plant 370 3-gallon shrubs and trees in a 5-acre planting site located within Management Unit 1. Treatment of guinea grass will be required in the 5.2-acre planting area.
 Date August 2019 on time/on budget

RV Griffin Reserve North Trails Trim Mow Mulch Services
 Tree trimming is considered minor cleaning and trimming requiring no full tree removal. Tree trimming includes disposal of tree limbs by hand off the trails close to the trees or using a mulching machine on the trails for grinding of down limbs in place, plus using pole saws as needed to protect the trees. Mulching of palmettos also occurs in place and all roots are mulched to a smooth level condition at normal land surface height to allow future mowing. The total selected trail distance is 33,386 feet. Selected trails that require mowing only is estimated at a total length of 3,567 feet. Selected trails that require mowing and tree trimming is estimated at a total length of 19,362 feet. Selected trails that require mowing and spot mulching is estimated at a total length of 6,289 feet.
 Start/Completion: 12/2017 on time/on budget

Mulch, Disk, Level, Compact and Repair Fire Lane @ Rv Griffin
 The first fire lane repair is for a total distance estimated at about 3150 feet. This repair will include mulching, disking, leveling and compaction. The second fire lane repair is for a total distance estimated at about 390 feet. This repair will include mulching only.



RESUME

NAME BRANDON SANDERS	ROLE IN THIS CONTRACT Supervisor/PM	YEARS EXPERIENCE	
		3. TOTAL 10	b. WITH CURRENT FIRM 4.5

FIRM NAME AND LOCATION (City and State)
Sumner Land Management Balm, FL

EDUCATION (DEGREE AND SPECIALIZATION) Riverview High School, FL 2007	CURRENT PROFESSIONAL REGISTRATION (STATE AND DISCIPLINE)
---	---

OTHER PROFESSIONAL QUALIFICATIONS (Publications, Organizations, Training, Awards, etc.)

CORE	Certified 2014 through IFAS
Controlled Burning	Certified 2013 through Florida Dept. of Forestry
FL DEP	Completion 2016-Best Management Practices FL Green Industries
FDOT Maintenance of Traffic	Certified 1/2016 – through State Florida

RELEVANT PROJECTS

Idah Schultz Preserve – Spot spray herbicide & Planting
 The project goal is to treat the listed invasive exotic species (Cogongrass, Brazilian Pepper, Lead Tree, Lantana) located in Management Unit 1 (77-acres) within the Fred & Idah Schultz Preserve and to conduct site prep and plant 370 3-gallon shrubs and trees in a 5-acre planting site located within Management Unit 1. Treatment of guinea grass will be required in the 5.2-acre planting area.
 Date August 2019 on time/on budget

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 Start/Completion: 12/2017 on time/on budget

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 The first fire lane repair is for a total distance estimated at about 3150 feet. This repair will include mulching, disking, leveling and compaction. The second fire lane repair is for a total distance estimated at about 390 feet. This repair will include mulching only.



RESUME

NAME JOHNNY DUPREE	ROLE IN THIS CONTRACT Operator	YEARS EXPERIENCE	
		a. TOTAL 10	b. WITH CURRENT FIRM 2.5
FIRM NAME AND LOCATION (City and State) Sumner Land Management Balm, FL			
EDUCATION (DEGREE AND SPECIALIZATION) Wesley Chapel High School		CURRENT PROFESSIONAL REGISTRATION (STATE AND DISCIPLINE)	
OTHER PROFESSIONAL QUALIFICATIONS (Publications, Organizations, Training, Awards, etc.)			

RELEVANT PROJECTS

South West Florida Water Management - Medard Reservoir Site mowing - Lithia, FL
 Mowing of Medard Reservoir located in Lithia FL. Site covers 50 acres which includes 3:1 slopes that can not be damaged due to monthly army core inspections. Small machines are used as well as Large tractor mowing. Monitoring wells are line trimmed and kept clean of grass clippings.

Dates of Service: Feb 2017- Ongoing

Southwest Fl Water Management District
 South Region Trail and Pasture Mowing: Mowing of seven different sites using 15' bat wing mowers.

\$12,000 11/2018-06/2019

Southwest Fl Water Management District
 James Beasley 352-279-4676
james.beasley@swfwmd.state.fl.us
 North Region Preserve and Trail Mowing. Contract included mowing of trails and pastures using 15' bat wings.

\$61,000 11/2018-06/2019



RESUME

NAME LANCE PHILMON	ROLE IN THIS CONTRACT Operator	YEARS EXPERIENCE	
		a. TOTAL 5	b. WITH CURRENT FIRM 3.5
FIRM NAME AND LOCATION (City and State) Sumner Land Management Balm, FL			
EDUCATION (DEGREE AND SPECIALIZATION) Riverview High School, FL 2007		CURRENT PROFESSIONAL REGISTRATION (STATE AND DISCIPLINE)	
OTHER PROFESSIONAL QUALIFICATIONS (Publications, Organizations, Training, Awards, etc.)			

RELEVANT PROJECTS

Idah Schultz Preserve – Spot spray herbicide & Planting

The project goal is to treat the listed invasive exotic species (Cogongrass, Brazilian Pepper, Lead

Tree, Lantana) located in Management Unit 1 (77-acres) within the Fred & Idah Schultz Preserve and to conduct site prep and plant 370 3-gallon shrubs and trees in a 5-acre planting site located within Management Unit 1. Treatment of guinea grass will be required in the 5.2-acre planting area.

Date August 2019 Cost; \$21,755.00

RV Griffin Reserve North Trails Trim Mow Mulch Services

Tree trimming is considered minor cleaning and trimming requiring no full tree removal. Tree trimming includes disposal of tree limbs by hand off the trails close to the trees or using a mulching machine on the trails for grinding of down limbs in place, plus using pole saws as needed to protect the trees. Mulching of palmettos also occurs in place and all roots are mulched to a smooth level condition at normal land surface height to allow future mowing. The total selected trail distance is 33,386 feet. Selected trails that require mowing only is estimated at a total length of 3,567 feet. Selected trails that require mowing and tree trimming is estimated at a total length of 19,362 feet. Selected trails that require mowing and spot mulching is estimated at a total length of 6,289 feet.

Dec. 2017 Cost \$11,595.00

Mulch, Disk, Level, Compact and Repair Fire Lane @ Rv Griffin

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Using mulching machine will mulch the palmettos to a level and smooth condition, use a tractor and disk to disk the fire lane numerous times. Contractor will then use a tractor and box blade to level the fire lane in preparation for compaction. Contractor will use a tractor and roller to compact the level fire lane to allow a 12 foot wide traffic better access on the completed fire lane.

May 2019 Cost- \$12,093



Representative Projects

Idah Schultz Preserve – Spot spray herbicide & Planting

The project goal is to treat the listed invasive exotic species (Cogongrass, Brazilian Pepper, Lead Tree, Lantana) located in Management Unit 1 (77-acres) within the Fred & Idah Schultz Preserve and to conduct site prep and plant 370 3-gallon shrubs and trees in a 5-acre planting site located within Management Unit 1. Treatment of guinea grass will be required in the 5.2-acre planting area.

Date August 2019 Cost; \$21,755.00

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May 2019 Cost- \$12,093



EQUIPMENT LIST

TRACTORS	
QUANTITY	DESCRIPTION
1	100hp John Deere 6410
1	100hp John Deere 6115
1	John Deere 4240
1	John Deere 7810
1	John Deere 6420
1	John Deere 5510
1	250hp Steiger (PUMA)
1	Case Steiger 330 w/Dual Forestry Tires
1	Caterpillar 299D Skid Steer w/Fecon Mulcher
1	2016 John Deere 6115 with duals
1	2020 John Deere 6155 with duals
1	2014 Barko 930 B with fecon mulching head
2	2002 Kotmatsu 210 excavator
3	Cat 299 skid steers
1	2016 Challenger tractor with 30' boom mower

ZERO TURN MOWERS	
QUANTITY	DESCRIPTION
1	54" John Deere Z425
1	72" Kubota ZD331
1	72" Kubota ZD326H
1	60" Gravely
1	60" Kubota ZD331

UTVs	
QUANTITY	DESCRIPTION
1	2013 Polaris Ranger 4x4
1	2014 Polaris Ranger 6 x 6
1	2006 Honda Rencon



MOWERS	
QUANTITY	DESCRIPTION
2	15' Landpride 3615
1	5' Landpride RCR15
2	15' Bush Hog 3815
1	15' Rhino Fm
1	10' Bush Hog 3610
1	10' John Deere Hx10
1	6' Brown MF

TRUCKS	
QUANTITY	DESCRIPTION
1	1996 Freightliner FL-70
1	2016 F250 4x4
1	2006 Ford F20 4x4
1	2006 Ford F350 4x4
1	2003 Ford F20 4x4
1	1996 Ford F35 4x4
1	2012 Chevy 3500 4x4
1	2006 Dodge 1500 4x4
1	Custom Off Road Swamp Buggy (Aquatic Spraying)

TRAILERS	
QUANTITY	DESCRIPTION
1	32' Protrak Gooseneck Trailer
1	32' Circle W Flat Bed
1	16' Proline Lawn Trailer
1	18' Proline Lawn Trailer
1	32' Big Tex Flat Bed
1	20' Enclosed Equipment Trailer



MISCELLANEOUS EQUIPMENT	
QUANTITY	DESCRIPTION
4	Stihl Line Trimmers
2	Stihl Back Pack Blowers
2	Stihl Weed Edgers
2	Stihl Hedge Trimmers
2	25gal Spray Tanks
1	500gal Bomm sprayer w/24' boom arms
1	12ft wide AMCO Disc w/28" blades
1	8ft wide AMCO Disc w/ 24" blades
1	Athens Disc 287 16ft w/ 32" blades
2	6ft grove discs
1	6ft Rototiller
1	150gal Mobil Spray Tank w/pump
1	55 gal skid Sprayer w/Honda motor
1	12ft wide Straight Blade Roller Chopper
1	10ft wide Straight Blade Roller Chopper
1	Marden 12-32 Roller Chopper
1	500lb Spreader
1	10ft wide Pasture Roller
1	12ft wide Pasture Roller
Various	Tools, loopers shovels, rakes



REQUIRED FORM

Project Manager and Project Team Key Personnel For General Land Management 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 function, area of expertise work license and Employer.				
Person's Name	Job Classification	Area of Expertise	Employer	Office Location
Joe Sumner* * Point of Contact	Project Mgr. Security Inspection	Mowing, Cutting Project Management	Sumner Land Management	Balm, FL
Brandon Sanders	Supervisor/ Operator	Mowing, Cutting, Trimming, Discing	Sumner Land Management	Balm, FL
Lance Philmon	Operator/ Laborer	Mowing,, Cutting, Trimming, Discing	Sumner Land Management	Balm, FL
Johnny Dupree	Operator	Mowing,, Cutting, Trimming, Discing	Sumner Land Management	Balm, FL

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 Joseph Sumner, President
(Print individual's name and title)

for Sumner Land Management
(Print name of entity submitting sworn statement)

whose business address is 15015 Heritage Trail Lane, Balm, FL 33510

and (if applicable) its Federal Employer Identification Number (FEIN) is 46-2882676
(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____).

2. I understand that a "public entity crime" as defined in Section 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid, proposal, reply, or contract for goods 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 Section 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an "affiliate" as defined in Section 287.133(1)(a), Florida Statutes, means:
- a) A predecessor or successor of a person convicted of a public entity crime; OR
 - b) An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
5. I understand that a "person" as defined in Section 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members and agents who are active in management of an entity.

6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. **(Indicate which statement applies.)**

X Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

___ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

___ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. **(Attach a copy of the Final Order.)**

I UNDERSTAND THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES, FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

(Signature) 6/14/21
(Date)

STATE OF Florida

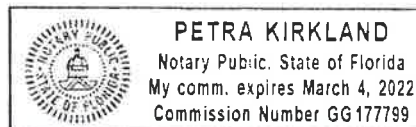
COUNTY OF Hillsborough

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 15 day of June, 2021 by Joseph Sumner as President of Sumner Land Mngt., a _____ company organized under the laws of the State of Florida, on behalf of the company, who is personally known to me or has produced Drivers license as identification.

Petra Kirkland
Notary Public
Name (Printed) Petra Kirkland

My commission expires 3-4-22

(Printed typed or stamped Commissioned name of Notary Public)





REQUIRED FORM - REFERENCES

Contractor Name:	Sumner Land Management
#1 - Reference Entity:	Peace River Manasota Regional Water Supply Authority C/O Peace River Regional Water Supply Facility
Reference Contact Person:	Samuel S. Stone Land and Environmental Services Manager
Reference Address:	8998 SW County Road 769 Arcadia, Florida 34269
Reference Email Address:	ssstone@regionalwater.org
Reference Phone No.:	863.491.7567
Project Name:	General Land Management Services
Project Location:	RV Griffin
Contractor Project Manager:	Joe Sumner
Contract Amount:	Varies by year
Date Project Commenced:	2016
Date of Final Completion:	
Description of Work Performed:	General Land Management Services including trail improvement and maintenance.
Contractor Name:	Sumner Land Management
#2 - Reference Entity:	Hillsborough County - Environmental Lands Management
Reference Contact Person:	Danielle Ivey, Project Manager
Reference Address:	Riverview, FL
Reference Email Address:	iveyd@hillsboroughcounty.org
Reference Phone No.:	813-672-7876
Project Name:	Rhodine Scrub/Balm-Boyette Scrub Heavy Mowing
Project Location:	Riverview, FL
Contractor Project Manager:	Joe Sumner
Contract Amount:	Price; \$17,000
Date Project Commenced:	June 2021
Date of Final Completion:	On-going
Description of Work Performed:	Contractor will reduce all small to medium-sized trees and shrubs in designated treatment area by cutting stems to ground level. Cutting/grinding below grade is permissible, but not required. The primary target species include, but are not limited to: oak, sand pine, saw palmetto, wax myrtle, slash pine, Brazilian pepper. Palmettos, trees and shrubs larger than 6 inches DBH (diameter at ~4.5 feet above ground) are exempt from treatment in the boundary fire lane treatment areas. Target vegetation that is inaccessible to equipment due to clumps of trees larger than 6" DBH are exempt from treatment.



Contractor Name:	Sumner Land Management
#3 - Reference Entity:	Hillsborough County – Environmental Lands Sec.
Reference Contact Person:	Mary Barnwell, Project Manager
Reference Address:	Tampa, FL
Reference Email Address:	barnwellm@hillsboroughcounty.org
Reference Phone No.:	Office (352) 671-7754 Cell (813) 853-1166
Project Name:	Idah Schultz Preserve – Spot spray herbicide & Planting
Project Location:	Gibsonton, FL
Contractor PM:	Joe Sumner
Contract Amount:	\$21,755.00
Date Project Commenced:	August 2019
Date of Final Completion:	October 2019
Description of Work Performed:	The project goal is to treat the listed invasive exotic species (Cogongrass, Brazilian Pepper, Lead Tree, Lantana) located in Management Unit 1 (77-acres) within the Fred & Idah Schultz Preserve and to conduct site prep and plant 370 3-gallon shrubs and trees in a 5-acre planting site located within Management Unit 1. Treatment of guinea grass will be required in the 5.2-acre planting area.



REQUIRED FORM – EXHIBIT A – FEE SCHEDULE

Fully Loaded Hourly Labor Rates						
Item	Job Classification	Year 1	Year 2	Year 3	Year 4	Year 5
1	Project Manager	\$124.00	\$138.00	\$142.00	\$146.00	\$150.00
2	Supervisor	\$94.00	\$99.00	\$103.00	\$107.00	111.00
3	Skilled Laborer	\$78.00	\$81.00	\$84.00	\$87.00	\$90.00
4	Unskilled Laborer	\$35.00	\$39.00	\$43.00	\$44.00	\$45.00
5	Florida Certified Burn Manager	\$				
6	Florida Certified Restricted Use Pesticide Applicator	\$134.00	\$144.00	\$154.00	\$164.00	\$174.00
7	Clerical	\$40.00	\$44.00	\$48.00	\$52.00	\$56.00



REQUIRED FORM – EXHIBIT A – EQUIPMENT FEE SCHEDULE

Item	Job Classification	Fully Loaded Hourly Labor Rates				
		Year 1	Year 2	Year 3	Year 4	Year 5
1	Tractor, operator and 12' batwing bush hog mower per acre	38.00	39.00	41.00	43.00	45.00
2	Tractor, operator and 15' batwing bush hog mower per acre	31.00	32.00	34.00	36.00	38.00
3	Tractor, operator and 6' to 8' bush hog mower per acre	75.00	77.00	79.00	81.00	83.00
4	Tractor, operator and 8' to 12' fire lane disc per mile	415.00	420.00	425.00	430.00	435.00
5	Tractor, operator and 8' to 12' disc to repair pastures per mile	125.00	130.00	135.00	140.00	145.00
6	Tractor, operator, herbicide tank and sprayer per hour	94.00	104.00	114.00	124.00	134.00
7	ATV, operator, herbicide tank and sprayer per hour	82.00	84.00	88.00	92.00	96.00
8	Pickup truck per hour	62.00	65.00	68.00	71.00	74.00
9	ATV per hour	53.00	56.00	59.00	62.00	65.00
10	Tractor, operator and roller chopper per acre	96.00	101.00	103.00	106.00	109.00
11	Cost/acre for low risk controlled burns	NA				
12	Cost/acre for high risk controlled burns	NA				
13	Tractor, operator and metal drag road repair per hour	53.00	55.00	58.00	61.00	64.00
14	Tractor, operator and tire drag road repair per hour	55.00	59.00	61.00	63.00	65.00
15	Motor grader and operator road repair per hour	175.00	185.00	195.00	205.00	215.00
16	Tractor, operator and box blade road repair per hour	87.00	91.00	95.00	99.00	103.00
17	Backhoe and operator road and swale repairs per hour	99.00	108.00	115.00	122.00	129.00
18	Exotic feral hog trapping and removal cost per animal	21.00	24.00	26.00	31.00	36.00
19	Security Patrol Western Boundary @ North Por) cost/week	1,600.00	1,700.00	1,850.00	1,975.00	2,125.00
20	100 hp Forestry Tractor with 6' Brown Tree Cutter cost per hour	108.00	115.00	122.00	129.00	136.00
21	CAT 299D Skid Steer with Fecon Mulcher cost per hour	178.00	188.00	198.00	208.00	218.00

PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY
BOARD OF DIRECTORS MEETING
August 4, 2021

CONSENT AGENDA
ITEM 8

Phase 3B Regional Interconnect Final Change Order and Project Close-Out

Recommended Action -

Motion to approve and authorize the Executive Director to execute the Final Change Order No. 1 to the contract with Garney Companies, Inc., for 'Regional Integrated Loop System Phase 3B Interconnect (Preymore Interconnect to Clark Road/State Road 72) Project' reducing the contract cost by \$753,387.43 from \$12,092,815.00 to \$11,339,427.57.

Project Overview

The Phase 3B Regional Interconnect is a 48-inch and 36-inch diameter Regional Transmission Main that extends from the terminus of the Phase 3A Interconnect (adjacent to the Sarasota County Waste Disposal Complex) approximately 5 miles north to Clark Road (SR 72). The project supports improved service to Sarasota County and extends the regional system further north facilitating a future connection with the Manatee County Water system. The Phase 3B Regional Interconnect project is complete and ready to be placed in service. Cooperative Funding was received on this project from SWFWMD and the State of Florida covering approximately 50% of the total project costs.

Final Change Order 1 Reconciling Project Cost

Change Order No. 1 will reduce contract price from \$12,092,815 to \$11,339,457.57 for a savings of \$753,387.43. Savings represent unused contract quantities and owner's allowance. Work was completed on schedule, so there is no change in contract time.

Budget Action: No action needed.

Attachments:

Staff Memorandum and Change Order No. 1

MEMORANDUM

DATE: August 4, 2021

TO: Patrick Lehman, Executive Director

FROM: Ford Ritz, Project Engineer

RE: Change Order No. 1 - Construction Contract with Garney Companies, Inc. for the Regional Integrated Loop System Phase 3B Interconnect Project (Preymore Interconnect to Clark Road)

SUMMARY

The proposed Change Order revises the contract cost for the Phase 3B Interconnect Project. The Contractor completed the project on time and under budget. Contract Cost is reduced by \$753,387.43 from \$12,092,815.00 to \$11,339,427.57, for contract underruns. The Ardurra Group, Inc. (Engineer of Record) has recommended approval of the proposed Change Order No 1, and Authority Staff concurs.

BACKGROUND

The Phase 3B Regional Integrated Loop System Interconnect Project is located in Sarasota County (approximately 5-miles in length) and includes about 4 miles of 48-in and one mile of 36-in diameter pipe. The pipeline alignment is from the terminus, of the Regional Phase 3A transmission main at the Preymore Meter Assembly adjacent to the Sarasota County Waste Disposal Complex, to a control valve assembly and future County delivery point at Clark Road/State Road 72. Completion of the 3B pipeline supports improved delivery service to Sarasota County and extends the regional water supply system northward facilitating a future interconnection with the Manatee County water system.

DISCUSSION

The Contractor was issued the Notice to Proceed for construction on October 4, 2019 and reached Substantial Completion and Final Construction in accordance with times specified in the contract. The contract cost reduction of \$753,387.43 includes underruns in unit price bid items of \$139,909.00, permitting allowance \$19,600.00 and \$593,878.43 of the Owner's allowance.



June 23, 2021

Mr. Ford Ritz, P.E.
Peace River Manasota Regional
Water Supply Authority
9415 Town Center Parkway
Lakewood Ranch, FL 34202

Re: Regional Integrated Loop System
Phase 3B Interconnect Project

Dear Ford:

Ardurra Group Inc. recommends approval of the attached Change Order No. 1 (Final) for the subject project.

If you require anything further, please advise.

Sincerely,

A handwritten signature in blue ink, appearing to read "Thomas A. Traina".

Thomas A. Traina, P.E.
Project Director

TAT/pre

Attachment

cc: Christopher F. Kuzler, P.E., Ardurra
File: 00046-2019-3985

**Peace River Manasota Regional Water Supply Authority
Regional Integrated Loop System Phase 3B Interconnect
CHANGE ORDER NO. 1 (Final)**

Contract: Regional Integrated Loop System Phase 3B Interconnect	Date of Contract: October 4, 2019
Owner: Peace River Manasota Regional Water Supply Authority	Date of Issuance: _____
Contractor: Garney Companies, Inc	Effective Date: _____
Project Engineer: Ardurra Group, Inc. (fka: King Engineering Assoc.)	

The Contract Documents are modified as follows upon execution of this Change Order:
Description: Change Order to reflect adjustments to the Contract Price.

Attachments: None

CHANGE IN CONTRACT PRICE:

Original Contract Price:

\$ 12,092,815.00

[Increase] [Decrease] from previously approved Change Orders:

\$ 0.00

Contract Price prior to this Change Order:

\$ 12,092,815.00

Decrease with this Change Order:

\$ 753,387.43

Contract Price incorporating this Change Order:

\$ 11,339,427.57

CHANGE IN CONTRACT TIMES:

Original Contract Times:

Substantial Completion (days or date): 570 days / April 26, 2021

Final Completion (days or date): 600 days / May 26, 2021

Increase from previously approved Change Orders:
0 Days

Substantial Completion (days): 570 days

Final Completion (days): 600 days

Contract Times prior to this Change Order:

Substantial Completion (days or date): 570 days / April 26, 2021

Final Completion (days or date): 600 days / May 26, 2021

Increase with this Change Order:

Substantial Completion days increased by 0 calendar days

Final Completion days increased by 0 calendar days

Contract Times with all approved Change Orders including this Change Order #1:

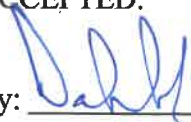
Substantial Completion (days/date): 570 days / April 26, 2021

Final Completion (days/date): 600 days / May 26, 2021

RECOMMENDED: Thomas A
Traina
2021.06.25
07:45:18
'00'04-
By: _____
Engineer (Authorized Signature)

Thomas A. Traina, P.E., State of Florida Professional Engineer, License No. 12812, expires 12/31/2024. This signature is valid only for the project and documents identified in the signature block and does not constitute an endorsement of any product or service.

APPROVED:
By: _____
Owner (Authorized Signature)

ACCEPTED:
By: 
Contractor (Authorized Signature)

Date: _____

Date: _____

Date: 7/1/21

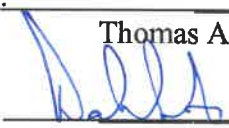
Description and Purpose of this Change Order

Description of Change	Increase in Contract Price (\$)	Decrease in Contract Price (\$)	Contract Time Extension (days)
Decrease Contract Price by: <ul style="list-style-type: none">Contract work not performed - \$753,387.43 No increase in Contract Substantial Completion time or Final Completion time. Substantial Completion date remains April 26, 2021, and Final Completion date remains May 26, 2021.	\$0.00	\$753,387.43	0 calendar days for substantial completion and 0 days for final completion

Attachments: None

The Contract Price will be decreased by the sum of \$753,387.43 and the Contract Final Completion time shall remain May 26, 2021. The undersigned Contractor approves the foregoing Change Order as to the changes, if any, in the Contract Price specified for each item including any and all supervision costs and other miscellaneous costs relating to the change in work, and to the extension of time allowed, if any, for completion of the entire work on account of said Change Order. The Contractor agrees to furnish labor and materials and perform necessary work, inclusive of that directly or indirectly related to approved time extension, required to complete the Change Order items. This document will become a supplement of the Contract and all provisions will apply hereto. It is understood that the Change Order shall be effective when approved by the Owner.

Recommended: _____ /Engineer Date: _____
Thomas A. Traina, P.E.

Accepted:  _____ /Contractor Date: 7/1/21
Dan Smolik, Director

Approved: _____ /Owner Date: _____
Patrick J. Lehman, P.E., Executive Director

Summary of Time Extension Requested

Not applicable.

Summary of Scope Change

In accordance with the Work Change Directives issued to Garney Companies, Inc.

PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY
BOARD OF DIRECTORS MEETING
August 4, 2021

CONSENT AGENDA
ITEM 9

Reschedule October 6, 2021 Board of Directors Meeting

Recommended Action -

Motion to reschedule the October 6, 2021 Board of Directors meeting for October 1, 2021.

The Board meeting scheduled for October 6, 2021 conflicts with County meeting schedules. Board members' schedules have been reviewed and availability confirmed for rescheduling of this meeting to Friday, October 1, 2021 @ 9:30 a.m., DeSoto County Administration Building, Commission Chambers, First Floor, 201 East Oak Street, Arcadia, Florida

.

PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY
BOARD OF DIRECTORS MEETING
August 4, 2021

CONSENT AGENDA
ITEM 10

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



Surplus List: August 4, 2021

Equipment Type	Description	Condition	Asset Tag
Misc	Misc. Scrap Metal	Scrap	None

PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY
BOARD OF DIRECTORS MEETING
August 4, 2021

CONSENT AGENDA
ITEM 11

**Novation of Continuing Services Contract with Progressive Water Resources LLC to
RESPEC Company LLC**

Recommended Action -

Motion to approve and authorize Executive Director to execute novation of existing continuing services contract with Progressive Water Resources LLC to RESPEC Company LLC.

The Authority currently has a continuing services contract with Progressive Water Resources LLC (PWR) for Hydrologic/Hydrogeologic Services, dated September 30, 2020. In July 2021, the Authority was formally notified that PWR had been acquired by RESPEC Company LLC (RESPEC) and will now operate under the RESPEC name. The notification requested novation of the PWR continuing services contract for Hydrologic/Hydrogeologic services to RESPEC.

Correspondence (attached) from PWR/RESPEC pledges that the contract novation will not result in changes in personnel or interruption of continuity of service and that all contractual obligations will continue to be satisfied with this name change. Staff recommends Board approval for novation of the September 30, 2020 continuing services contract with Progressive Water Resources LLC to RESPEC Company LLC, and authorization for the Executive Director to execute said novation on behalf of the Authority

Budget Action – None

Attachments:

Novation request and supporting materials from Progressive Water Resources LLC to RESPEC Company LLC



Progressive Water Resources

Integrated Water Resource Consultants

a Division of RESPEC Company LLC

6561 Palmer Park Circle ● Suite D ● Sarasota, FL 34238 ● (941) 552-5657

July 16, 2021

Peace River Manasota Regional Water Supply Authority
c/o Mike Coates, P.G, Deputy Director
9415 Town Center Parkway
Lakewood Ranch, FL 34202

Re: Request for Consent to Assign Contract

Dear Mike:

On July 1, 2021 Progressive Water Resources, LLC (PWR) joined RESPEC, an engineering and technology consulting firm with a variety of expertise and technical services including, but not limited to, water, environment, energy and technology sectors. PWR continues to provide a broad array of technical, scientific, and regulatory support services to assist public and private sector clients in all of their water resource needs. PWR's professionals have technical expertise in the areas of applied hydrogeology, engineering, surface hydrology, water resource regulations, groundwater and surface water flow modeling, and integrated water resource applications. RESPEC continues to provide its consulting expertise in water quality and resource engineering and modelling, energy, and integrated technologies. The PWR / RESPEC partnership brings together two companies with extensive experience around all elements of strategic water resource management, providing services for the various public and private industries.

This joining of the PWR / RESPEC partnership was completed through RESPEC's acquisition of PWR stock. As a result, PWR is requesting to assign all of its contracts to RESPEC Company, LLC and requires your consent. With the teaming, there is no change to any management or delivery of your contracts and related projects. RESPEC Company, LLC has insurances equal to or greater than that of PWR. Further, the combined PWR / RESPEC partnership has additional financial strength to deliver to clients, including combined revenues of approximately \$80 million.

Reference is made to the **Agreement for General Hydrologic/Hydrogeologic Services** which currently includes: **Work Order Nos. 19-24333 (Polk Water Coop); 20-24586 (ASR Well S9R); 20-25002 (ASR Well S3R); 20-25003 (ASR Well S5R); 21-25465 (WUP Modification CY2021); 21-25544 (ASR Well Purge); 21-25612 (Spool Piece Design); and 21-25612 (SUMDAT Modeling)** (the "Contracts"). The Contracts require your prior written consent in connection with an assignment of the Contracts to RESPEC Company, LLC (the "Assignment").


In accordance with the Contracts, please confirm by countersigning below that: (i) you consent to the Assignment of the Contracts, and (ii) you acknowledge and agree that this letter satisfies any notice or other procedural requirements under the Contracts in connection with the Assignment.

Please confirm your consent and agreement to the foregoing by signing this letter and returning an executed copy in print or by .pdf (or otherwise) to phil.welling@respec.com. In the interest of time, we ask that you send us this signed consent as soon as practicable.

If you have any questions regarding the Assignment or this request for consent, please direct them to Phil Welling who can be reached by phone at 605-394-6507 or at the email address listed above.

Very truly yours,

*Progressive Water Resources, a Division of
RESPEC Company, LLC*

By:  _____
Name: James P. Guida, P.G.
Its: Managing Principal

Acknowledged, agreed and consented to as of the date set forth below:

Peace River Manasota Regional Water Supply Authority

By: _____

Name:

Its:

Date: _____

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
RESPEC COMPANY, LLC

2 Business name/disregarded entity name, if different from above
RESPEC

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

Individual/sole proprietor or single-member LLC C Corporation S Corporation Partnership Trust/estate

Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ **P**

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
3824 JET DRIVE , PO BOX 725

6 City, state, and ZIP code
RAPID CITY, SD 57709-0725

7 List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Social security number

			-			-					
--	--	--	---	--	--	---	--	--	--	--	--

or

Employer identification number

8	3	-	2	8	9	8	2	9	3
---	---	---	---	---	---	---	---	---	---

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person ▶ *[Signature]* Date ▶ *1/5/2021*

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
 - Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
 - Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
 - Form 1099-S (proceeds from real estate transactions)
 - Form 1099-K (merchant card and third party network transactions)
 - Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
 - Form 1099-C (canceled debt)
 - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY
BOARD OF DIRECTORS MEETING
August 4, 2021

REGULAR AGENDA
ITEM 1

Water Supply Conditions

Presenter - Richard Anderson, Director of Operations

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

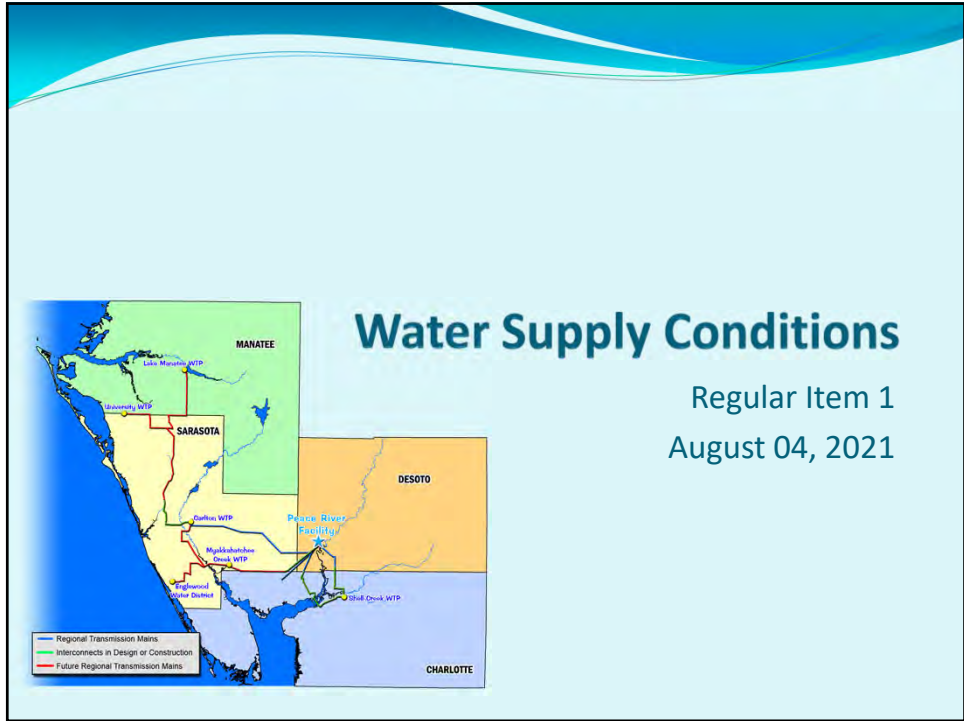
Water Supply Conditions at the Peace River Facility as of July 15, 2021.

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

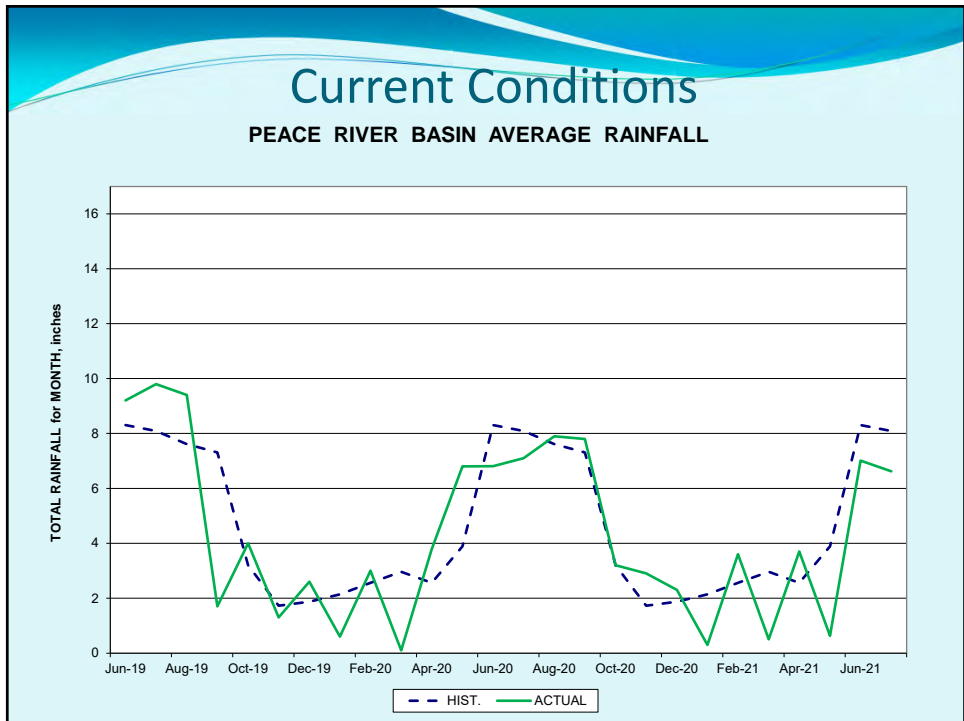
July Water Demand	22.33 MGD
July River Withdrawals	43.56 MGD
<u>Storage Volume:</u>	
Reservoirs	4.60 BG
ASR	<u>8.87 BG</u>
Total	13.47 BG

Attachments:

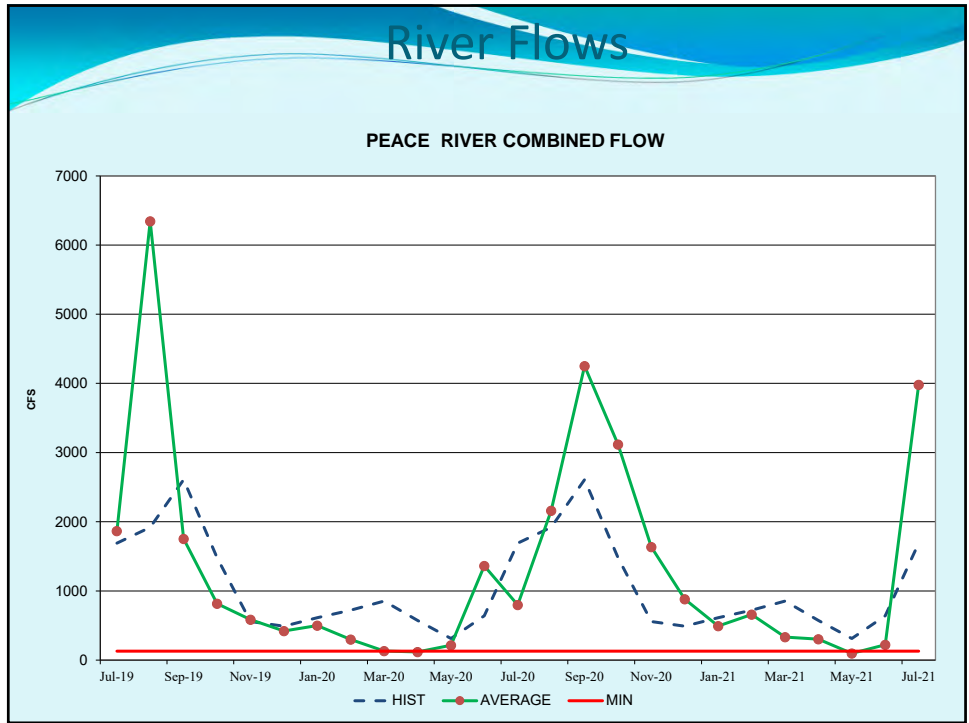
Presentation Materials



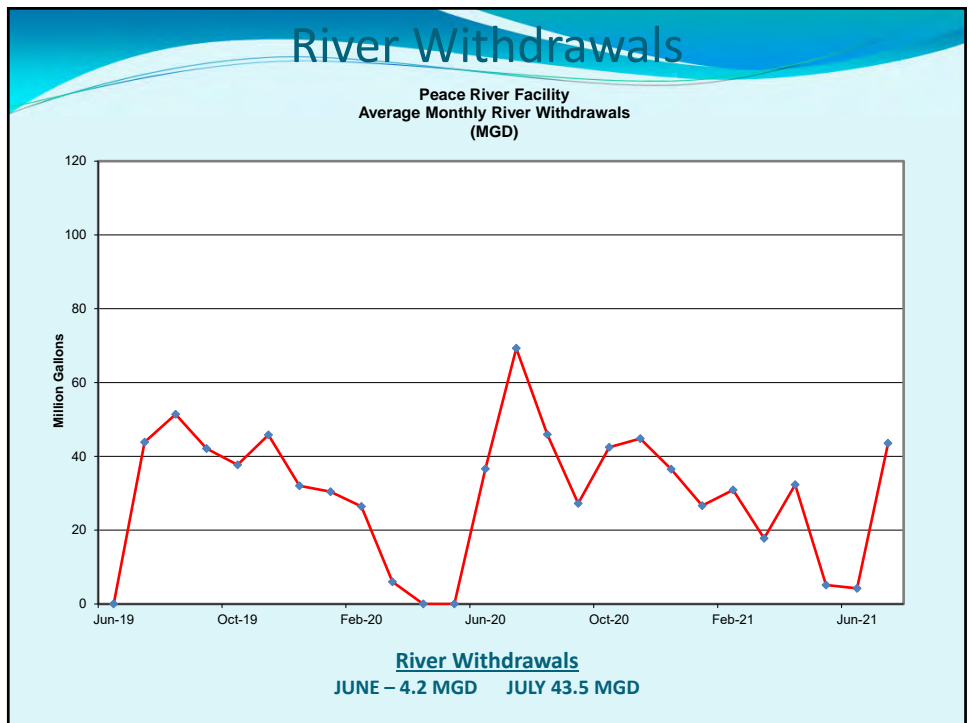
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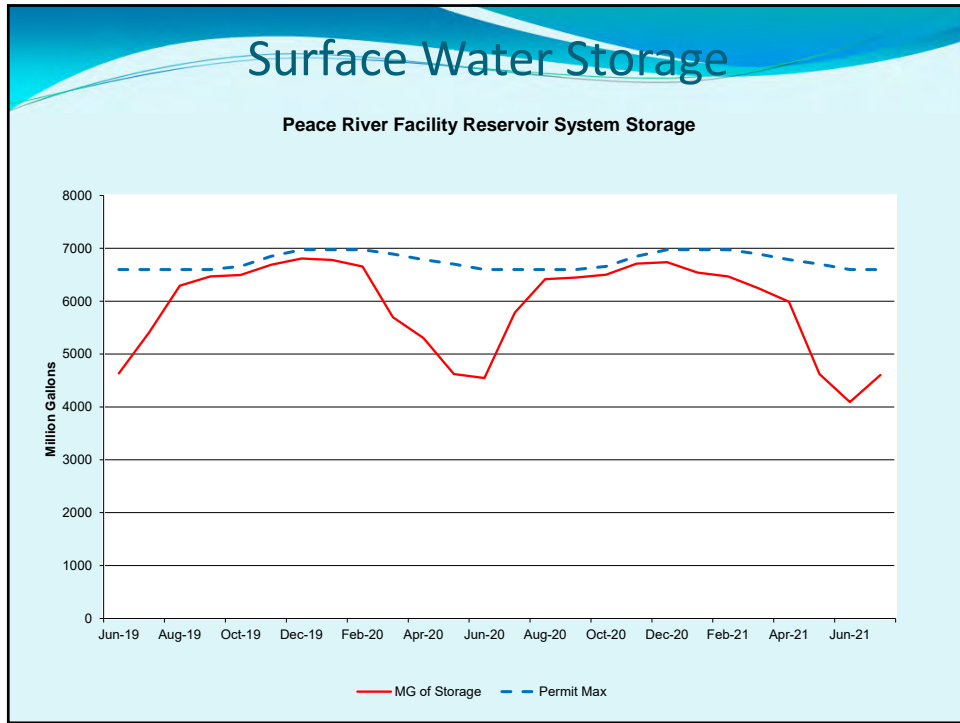
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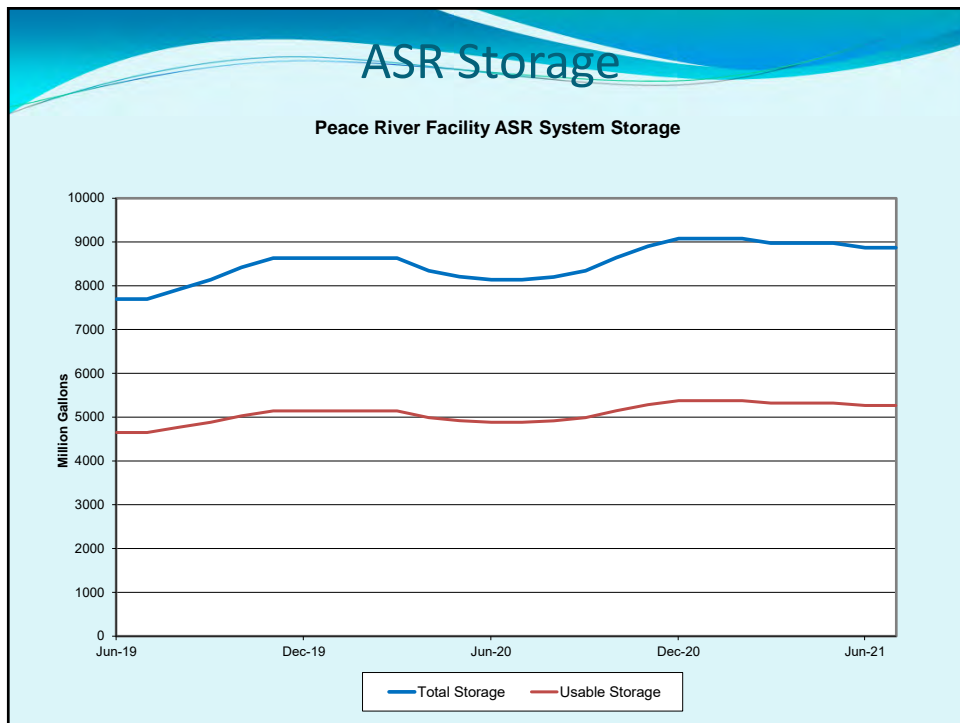
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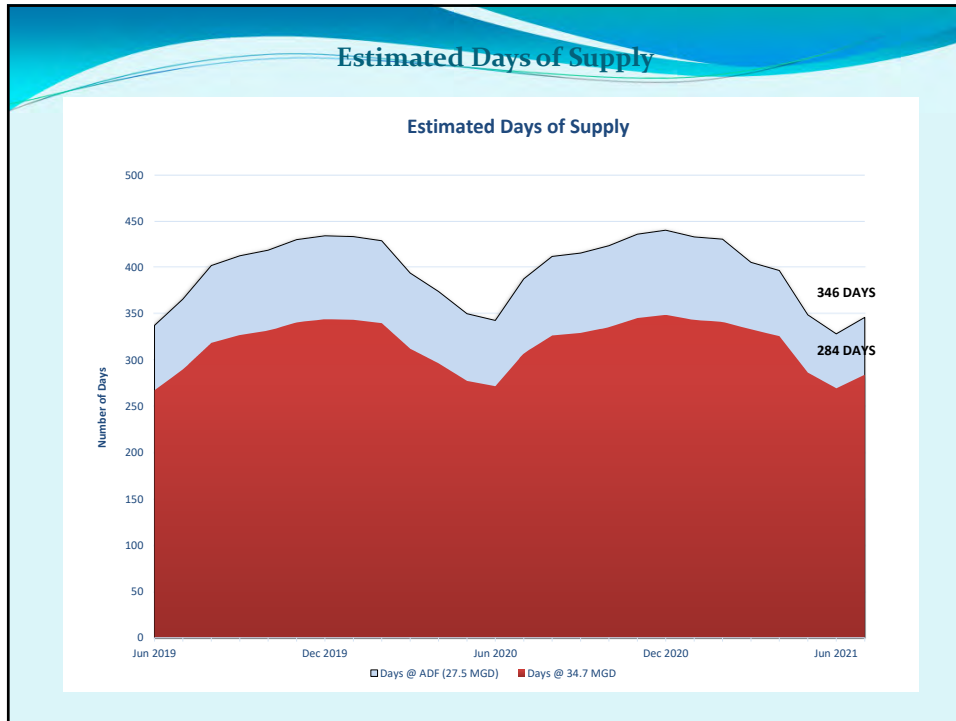
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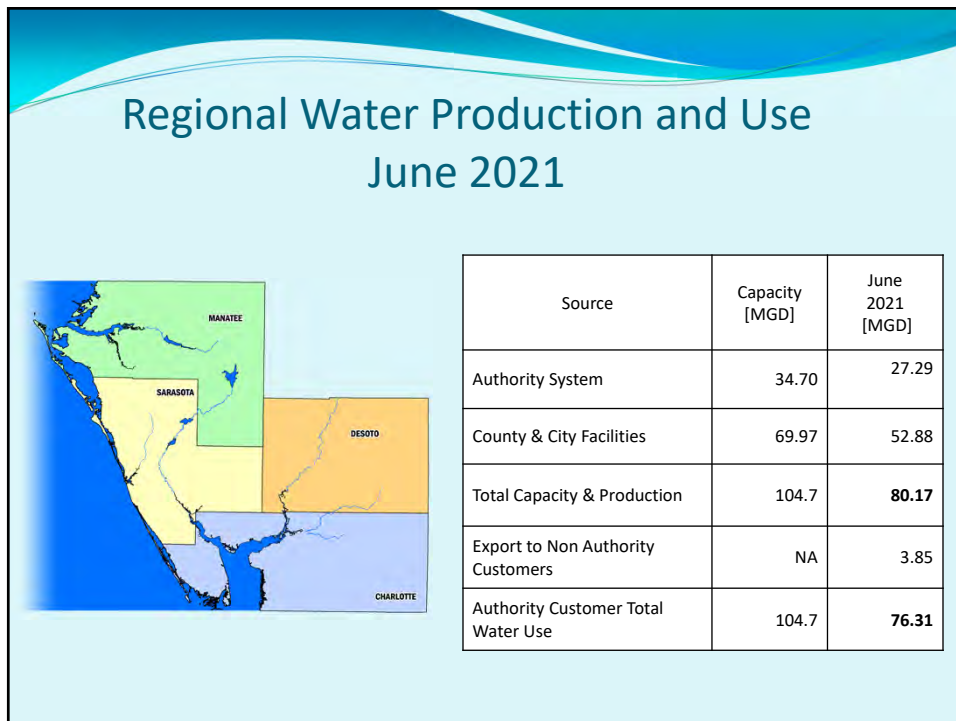
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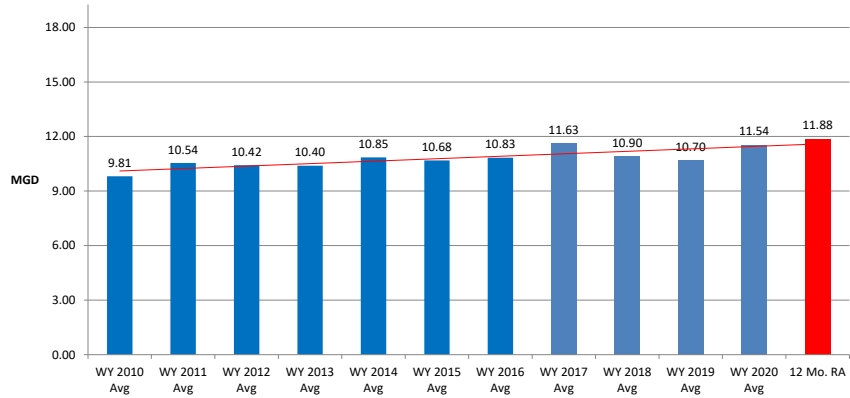


8

Charlotte County

Source	Capacity [MGD]	JUNE 2021 [MGD]	% UTILIZED
Peace River Facilities	16.10	11.67	72%
Charlotte Self Supply	3.17	0.38	12%
TOTAL	19.27	12.05	63%

ANNUAL AVERAGE USAGE

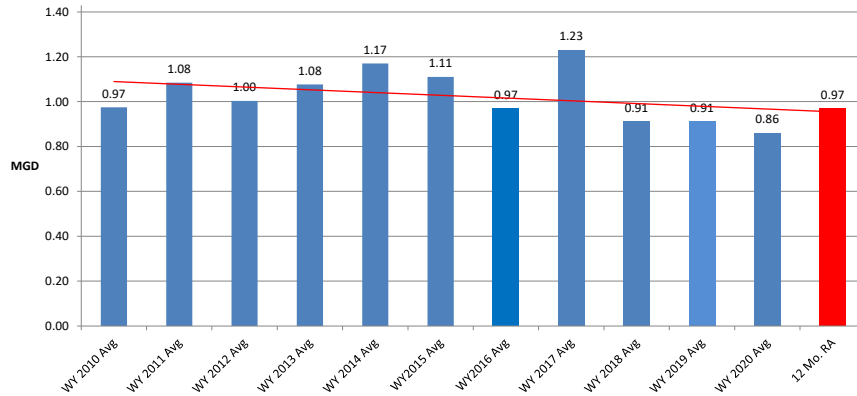


9

Desoto County

Source	Capacity [MGD]	JUNE 2021 [MGD]	% UTILIZED
Peace River Facilities	0.675	0.73	107%
Desoto Self Supply	0.75	0.35	47%
TOTAL	1.425	1.08	75%

ANNUAL AVERAGE USAGE

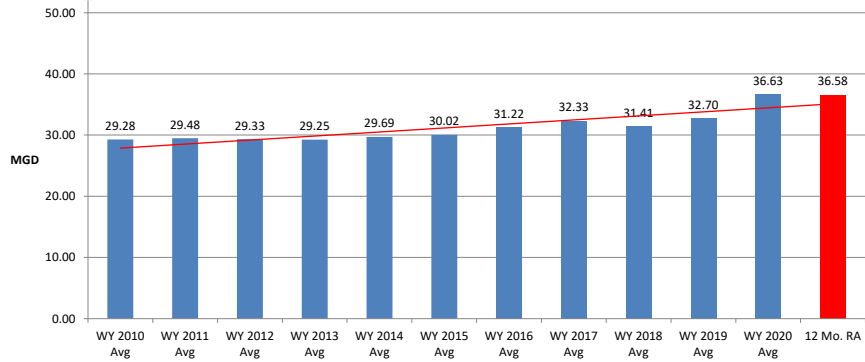


10

Manatee County

Source	Capacity [MGD]	JUNE 2021 [MGD]	% UTILIZED
Manatee Self Supply	52.00	46.40	89%
Export to Sarasota Co.	NA	3.90	
Export to Others	NA	3.85	
TOTAL	52.00	38.65	74%

ANNUAL AVERAGE USAGE

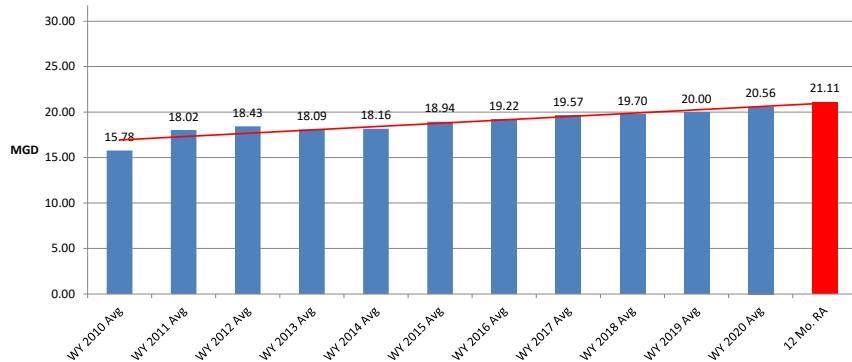


11

Sarasota County

Source	Capacity [MGD]	JUNE 2021 [MGD]	% UTILIZED
Peace River Facilities	15.06	11.96	79%
Import from Others	5.00	3.60	72%
County Self Supply	10.52	5.23	50%
TOTAL	33.58	20.79	62%

ANNUAL AVERAGE USAGE

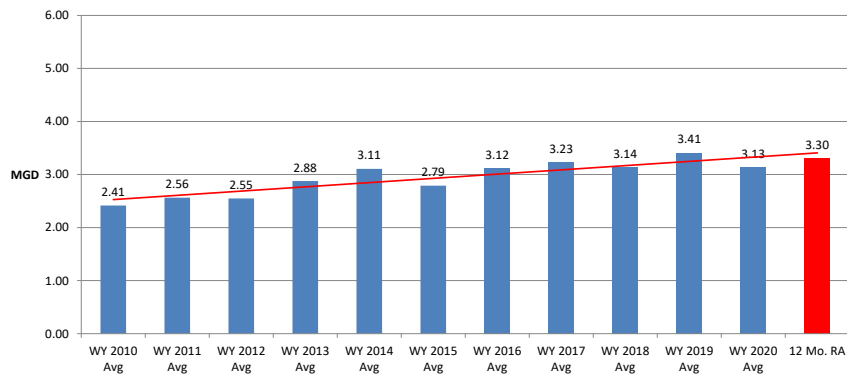


12

North Port

Source	Capacity [MGD]	JUNE 2021 (MGD)	% UTILIZED
Peace River Facilities	2.865	2.93	102%
North Port Self Supply	3.30	0.51	16%
Water Exchanged	N/A	0.30	
TOTAL	6.165	3.75	61%

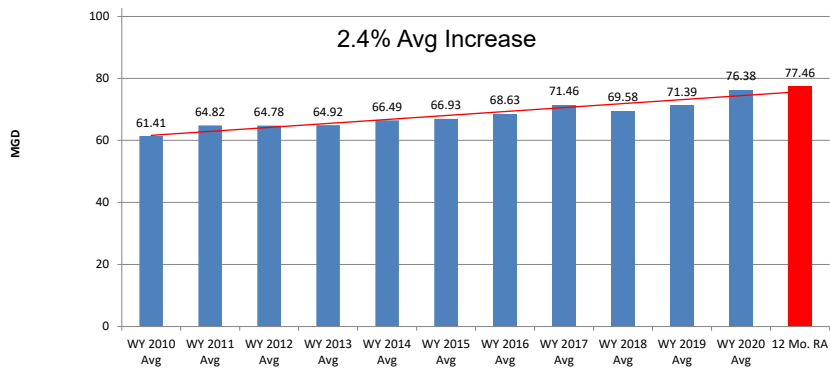
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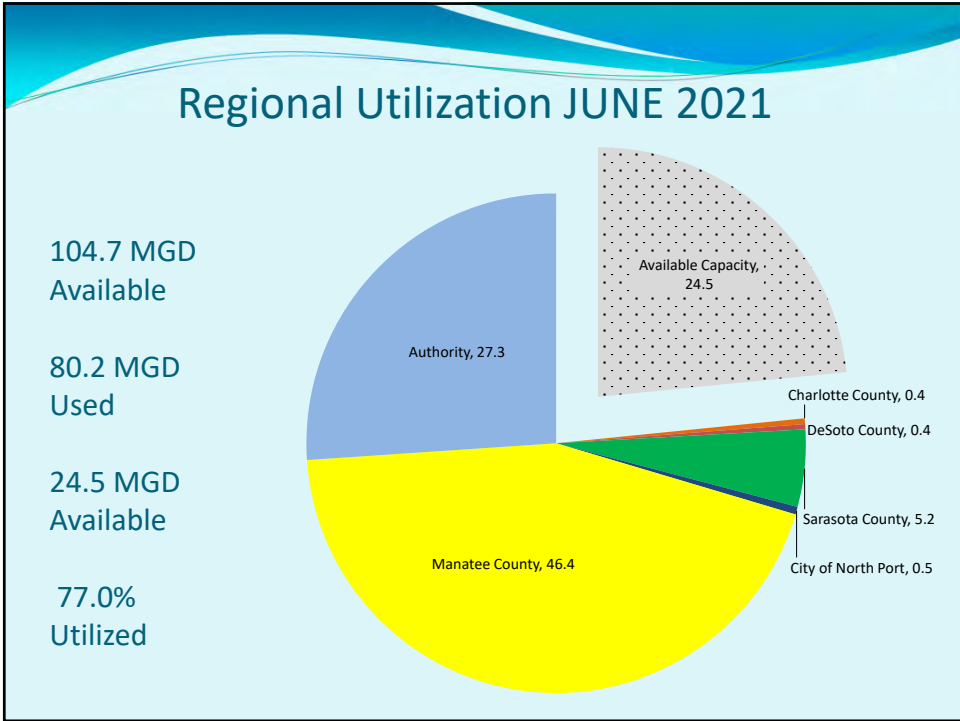
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Regional Demand

REGIONAL ANNUAL AVERAGE



14



15



16

PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY
BOARD OF DIRECTORS MEETING
August 4, 2021

REGULAR AGENDA
ITEM 2

Southwest Florida Water Management District
FY 2023 Cooperative Funding Initiative Applications

Presenter - Terri Holcomb, Resource Management and Planning Manager

Recommended Action - **Motion** to authorize submittal of FY 2023 Cooperative Funding Initiative Applications to SWFWMD for two regional projects and approve recommended project co-funding ranking.

FY 2023 Cooperative Funding Initiative applications for the Southwest Florida Water Management Districts (SWFWMD) are due October 1, 2021. Two (2) 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	Regional Integrated Loop System Phase 3C Interconnect (Clark Road to Fruitville Road segment) Design and Construction	\$57.6 M
2	Southern Regional Loop (Segments 2B & 2C) Interconnect Preliminary Engineering and Basis of Design	\$3.0 M

Budget Action – No action needed

Attachments:

Tab A: FY 2023 Co-Funding Project Descriptions and Location Maps

Tab B: Presentation Materials

TAB A

FY 2023 Cooperative Funding Initiative Projects Project Descriptions and Location Maps

PRMRWSA Regional Integrated Loop System Phase 3C Interconnect and Pump Station [Clark Road to Fruitville Road segment]

Location: Sarasota County

Total Cost: \$57,600,000

Component	Estimated Cost
Design, Permitting and Construction of the Phase 3C Interconnect and Pump Station	\$57,600,000

Completion time: Design, Permitting and Construction – 30 months (Oct. 2022 – March 2025)

Benefits: At completion of construction, the Authority’s Regional Integrated Loop System Phase 3C Interconnect and Pumpstation [Clark Road to Fruitville Road] will allow for expanded delivery of alternative water supplies into Sarasota County, improving system reliability, rotational supply options and resource sharing. This 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: 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. The Feasibility and Routing Study, the first phase of the overall project, was approved by SWFWMD for funding in the FY 2021 and FY 2022 co-funding cycles and will be complete in April 2022. At the request of Authority members, the segment of the Integrated Loop System Phase 3C Interconnect Clark Road to Fruitville Road and the associated Pump Station will be expedited and included in this phase of the Project. The segment from Fruitville Road to the University Pump Station will be designed, permitted, and constructed as a separate project in the future.

The project will extend the Authority’s regional pipeline system from the current terminus of the Phase 3B Interconnect at Clark Road (SR-72) in central Sarasota County, northward approximately 8 miles to Fruitville Road where the Phase 3C Pump Station will be located. It is anticipated that the project will be completed through an Alternative Delivery Method, and that the Design, Permitting and Construction Phases will be included in this funding request.

Funding Details: Estimated cost for the Design, Permitting and Construction of the project is \$57,600,000. Projected funding and expenditures are shown below. Authority options for funding are to be determined.

Design, Permitting and Construction of the Phase 3C Interconnect and Pump Station	FY 2023	FY 2024	FY 2025	Total
Authority	\$7,300,000	\$15,500,000	\$6,000,000	\$28,800,000
SWFWMD	\$7,300,000	\$15,500,000	\$6,000,000	\$28,800,000
Total	\$14,600,000	\$31,000,000	\$12,000,000	\$57,600,000

Regional Integrated Loop System Phase 2B & 2C Interconnect Preliminary Engineering and Basis of Design [Serris Blvd. to Carlton WTP]

Location: Charlotte & Sarasota Counties

Total Cost: \$3,000,000

Component	Estimated Cost
Preliminary Engineering and Basis of Design	\$3,000,000

Completion time: Preliminary Engineering and Basis of Design - 18-months (Oct. 2022 – Mar. 2024)

Benefits: This phase of the project will follow on the work from the Feasibility and Routing Study for the Authority’s proposed Regional Integrated Loop System Phase 2B & 2C Interconnect. Phase 2B and 2C together will connect the current regional system from Serris Boulevard to Sarasota County’s Carlton Water Treatment Plant. This regional interconnect 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.

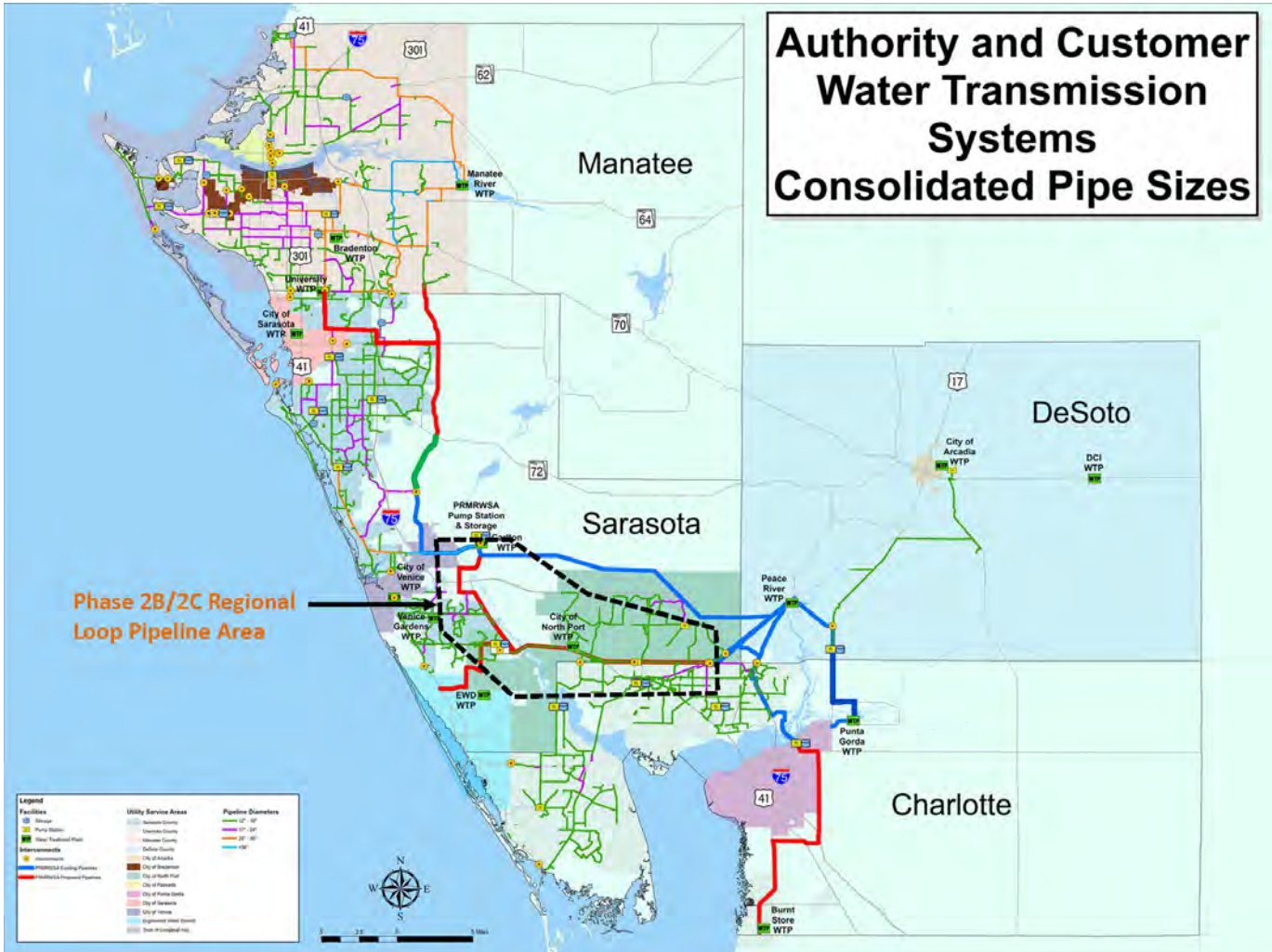
Project Details: This project is a component of the Authority’s Regional Integrated Loop System and is referred to as Phase 2B and Phase 2C in the Authority’s 5-year CIP/20Year CNA. The Feasibility and Routing Study, the first phase of the overall project, was approved by SWFWMD for funding in the FY 2021 and FY 2022 co-funding cycles and will be complete in October of 2022. The Feasibility and Routing Study is a critical step in evaluating the pipeline routing alternatives and identifying infrastructure requirements necessary to complete a regional connection between the existing regional system and the Carlton Water Treatment Plant.

This phase of the Project will include Preliminary Engineering (30% design) and development of the Basis of Design for the new Phase 2B & 2C pipeline as well as the necessary regional pumping and storage facilities and associated operational plans. This phase will include preliminary design of the pipeline including hydraulic capacity sizing, horizontal alignment and major crossings, new pumping/trim facility needs (and locations) and modifications to existing county and regional facilities needed to support this critical system interconnectivity project. The work will also update and refine the final cost estimates for the Project.

Funding Details: Estimated total cost for the Preliminary Engineering and Basis of Design is \$3,000,000. Projected funding and expenditures are shown below. Authority options for funding are to be determined.

Preliminary Engineering and Basis of Design	FY 2023	FY 2024	Total
Authority	\$1,000,000	\$500,000	\$1,500,000
SWFWMD	\$1,000,000	\$500,000	\$1,500,000
Total	\$2,000,000	\$1,000,000	\$3,000,000

Authority and Customer Water Transmission Systems Consolidated Pipe Sizes



TAB B
Presentation Materials

SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT FY 2023 COOPERATIVE FUNDING INITIATIVE APPLICATIONS

REGULAR ITEM 2

August 4, 2021

1

Proposed Projects for FY 2023 Funding Cycle

- 2 Proposed Projects
 - Regional Interconnect Phase 3C and Pump Station [Clark Road to Fruitville Road]
 - ✓ Design, Permitting & Construction
 - Regional Interconnect Phase 2B/2C
 - ✓ Preliminary Engineering and Basis of Design
- Applications due to SWFWMD October 1st, 2021
- SWFWMD Staff Ranks Projects April 2022
- SWFWMD Board Approves Projects June 2022
- SWFWMD Budget Approval September 2022



2

Proposed Projects for FY 2023 Funding Cycle

- 2 Proposed Projects
 - Regional Interconnect Phase 3C and Pump Station [Clark Road to Fruitville Road]
 - Design, Permitting & Construction
 - Regional Interconnect Phase 2B/2C
 - Preliminary Engineering and Basis of Design
- Applications due to SWFWMD October 1st, 2021
- SWFWMD Staff Ranks Projects April 2022
- SWFWMD Board Approves Projects June 2022
- SWFWMD Budget Approval September 2022



3

Regional Integrated Loop System Phase 3C Interconnect and Pump Station [Clark Road to Fruitville Road]



- \$57,000,000 Project
- Start October 2022
- Projected complete March 2025
- SWFWMD Requested for Funding of \$28,800,000
- Authority Funding of \$28,800,000 TBD
- Interlocal Agreement Required

Phase 3C Interconnect and Pump Station	FY 2023	FY 2024	FY 2025	Total
Authority	\$7,300,000	\$15,500,000	\$6,000,000	\$28,800,000
SWFWMD	\$7,300,000	\$15,500,000	\$6,000,000	\$28,800,000
Total	\$14,600,000	\$31,000,000	\$12,000,000	\$57,600,000

4

Regional Integrated Loop System
Phase 2B & 2C
[Serris Boulevard to Carlton WTP]

Peace River Manasota Regional Water Supply Authority
Regional Vision for 2035



- \$3,000,000 Project
- Start October 2022
- Projected complete March 2024
- SWFWMD Requested for Funding (\$1,500,000)
- Authority Funding of \$1,500,000 TBD
- Interlocal Agreement Required

Phase 2B & 2C Preliminary Engineering and Basis of Design	FY 2023	FY 2024	Total
Authority	\$1,000,000	\$500,000	\$1,500,000
SWFWMD	\$1,000,000	\$500,000	\$1,500,000
Total	\$2,000,000	\$1,000,000	\$3,000,000

5

Motion to authorize submittal of FY 2023
Cooperative Funding Initiative Applications
to SWFWMD for two Regional projects and
approve recommended project cooperative
funding ranking

6

PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY
BOARD OF DIRECTORS MEETING
August 4, 2021

REGULAR AGENDA
ITEM 3

Master Water Supply Contract Revision Process

Presenter -

Doug Manson, General Counsel

Recommended Action -

Status Update this item is presented for the Boards information and no action is required

The Authority's General Counsel will discuss the drivers and the process for revision of the 2005 Master Water Supply Contract in advance of the October Board workshop.

Budget Action – No action needed

Attachments:

2005 Master Water Supply Contract

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CLERK OF THE CIRCUIT COURT
SARASOTA COUNTY, FLORIDA
HJAMES Receipt#701662



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**PEACE RIVER/MANASOTA REGIONAL WATER SUPPLY AUTHORITY
MASTER WATER SUPPLY CONTRACT**

THIS CONTRACT, entered into this 5th day of October, 2005, by and between the **PEACE RIVER/MANASOTA REGIONAL WATER SUPPLY AUTHORITY**, a regional water supply authority created and existing pursuant to Sections 373.196, 373.1962 and 163.01, Florida Statutes, and other applicable law, acting by and through its Board of Directors, the governing board thereof (“Authority”); **MANATEE COUNTY**, a political subdivision of the State of Florida, acting by and through its Board of County Commissioners, the governing board thereof (“Manatee”); **CHARLOTTE COUNTY**, a political subdivision of the State of Florida, acting by and through its Board of County Commissioners, the governing board thereof (“Charlotte”); **DeSOTO COUNTY**, a political subdivision of the State of Florida, acting through its Board of County Commissioners, the governing board thereof (“DeSoto”); **SARASOTA COUNTY**, a political subdivision of the State of Florida, acting by and through its Board of County Commissioners, the governing board thereof (“Sarasota”); and the **CITY OF NORTH PORT**, a municipal corporation of the State of Florida, acting by and through its Board of City Commissioners, the governing board thereof (“North Port”) (collectively “Customers”).

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WITNESSETH:

WHEREAS, the Authority was created for the purpose of developing, storing and supplying water for county and municipal purposes and exists pursuant to the Second Amended Interlocal Agreement Creating the Peace River/Manasota Regional Water Supply Authority executed concurrent with this Contract; and

WHEREAS, the Authority has determined that the potable water supply needs for citizens residing within Charlotte, Manatee, DeSoto and Sarasota Counties and North Port, can best be met in whole or in part by expanding the Authority Water Supply Facilities, in a cooperative and coordinated manner; and

WHEREAS, the Authority and the Customers agree it is necessary to expand the Peace River Regional Water Treatment Facility to be known as the Regional Expansion Program ("REP"), as more specifically set forth in Exhibit "G" and incorporated herein by reference in order to provide a total of 32.7 MGD of water to meet the water supply needs of the Authority's Customers; and

WHEREAS, it is the intent of the Parties that this Contract govern the operation, maintenance, alteration, replacement and expansion of the Authority Water Supply Facilities; and

WHEREAS, the Authority has applied and the Southwest Florida Water Management District ("SWFWMD") has provided New Water Source Initiative funds to assist in development and construction of the REP; and

WHEREAS, the Authority and its Customers recognize that as a result of increased Customers' demands, the REP will not satisfy all future Customers' demands and the Authority has begun developing other water supplies; and

WHEREAS, Manatee has adopted Resolution No. R-05-108 on June 7, 2005 conditionally requesting the development of potable water by the Authority for Manatee beginning January of 2014; and

WHEREAS, expansions to the Authority Water Supply Facilities and the design and construction of new Water Supply Sources may be financed for the Customer(s) through the issuance of Authority revenue bonds, capital contributions from the Customer(s), capital contributions from SWFWMD, or other governmental grants, or any combination thereof; and

WHEREAS, the Customers desire to purchase water from the Authority according to the terms and conditions of this Contract, and the Authority desires to provide the Customers water

according to the terms and conditions of this Contract; and

WHEREAS, recognizing the benefits provided by the REP and future Water Supply Sources, the Customers and the Authority agree that the Authority shall implement a common Debt Service Cost for the Water Rate only for the REP and all future Water Supply Source projects of the Authority; and

WHEREAS, the Customers desire that the Authority facilitate the transfer of Authority water among Customers, with such transfers being made through the Authority at the same Water Rate assessed by the Authority; and

WHEREAS, this Contract is intended to constitute the entire agreement of the Authority, Manatee, Charlotte, DeSoto, Sarasota and North Port with respect to the Water Allocations and the terms and conditions contained herein; and

NOW, THEREFORE, in consideration of the foregoing premises, which shall be deemed an integral part of this Contract and of the mutual covenants and agreements hereafter set forth, the Authority and the Customers intending to be legally bound hereby agree as follows:

1. **DEFINITIONS.** In the absence of a clear implication otherwise, capitalized terms used in this Contract and in the attached exhibits shall have the following meanings:

- 1.1 Annual Average Daily Quantity. The total water quantity provided by the Authority to a Customer in a Contract Year divided by 365 as set by its Water Allocation.
- 1.2 Authority. The Peace River/Manasota Regional Water Supply Authority.
- 1.3 Authority Board. The Authority's governing body.
- 1.4 Authority Water Supply Facilities. All real property, interest in real property, fixtures, personal property, wells, treatment systems, pumps, pipes, storage facilities, reservoirs, aquifer storage and recovery facilities, water transmission mains, any future expansion of said facilities and appurtenant or associated installations owned, leased or otherwise controlled by the Authority and used for the provision of potable water supply.
- 1.5 Available Water. That portion of a Customer's Water Allocation that is temporarily available to other Customers.
- 1.6 Base Rate Charge. For any Contract Year, the rate established by resolution of the Authority for payment of the Authority Obligations, Bond Coverage Costs, Debt Service Costs, Charlotte Oversized Facilities Payment, Capital Component Charge, Hydraulic

Pipeline Capacity Entitlement Cost and Renewal and Replacement Costs for the Authority Water Supply Facilities. The Base Rate Charge also includes the Fixed Operations and Maintenance Costs budgeted by the Authority for expanding, operating, repair and replacement, maintaining and securing the Authority Water Supply Facilities regardless of the quantity of water, if any, being produced or delivered by the Authority, with such fixed costs being assessed proportionately in accordance with the Annual Average Daily Water Allocation.

- 1.7 Bond Coverage Costs. The costs of providing the coverage requirements established by the Financing Documents.
- 1.8 Capital Component Charge. For any Contract Year, the charge established by resolution of the Authority for payment of the Capital Component Charge paid to Charlotte for the transfer of the Peace River Regional Water Treatment Facility. The Capital Component Charge shall be assessed by the percentages in Exhibit "F" for the Peace River Regional Water Treatment Facility.
- 1.9 Charlotte Oversized Facilities Payment. The 1991 Facility was stated to possess certain components that had a larger capacity than the 1991 Facility treatment capacity. Charlotte acquired the 1991 Facility then transferred to the Authority the entire 1991 Facility. However, payment for the oversized components was deferred until the Authority used these oversized components. Under the PRO and REP, the Authority will pay for all the remaining oversized components.
- 1.10 Conservation Rate. For any Contract Year, the charge established by resolution by the Authority to any Customer that exceeds its Water Allocation set forth in Exhibit "B".
- 1.11 Contract Year. The period between execution of the Contract and September 30, 2005, and each fiscal year of the Authority (beginning on each October 1, and ending on the immediately following September 30) thereafter during the term of this Contract.
- 1.12 Customers. Manatee, DeSoto, Charlotte, Sarasota and North Port.
- 1.13 Debt Service Cost(s). For any Contract Year, all costs including reserve or coverage requirement, if any, incurred by the Authority during such Contract Year in connection with the Authority Water Supply Facilities for principal payments, interest payments, redemption premiums, if any, and service charges with respect to payment of Obligations.

- 1.14 Delivery Point(s). The point(s) of connection between the Regional Transmission System and the distribution system of the Customers to this Contract having a Water Allocation. The Delivery Point(s) for each Customer is attached hereto as Exhibit "D."
- 1.15 DeSoto Payment. For any Contract Year, an amount included in the Water Rate, transmitted by the Authority to DeSoto in the amounts set forth on Exhibit "A" for the term of the Contract. The DeSoto Payment as defined herein supersedes the "Facility Use Cost" as defined in Section 1.8 of the Peace River Regional Water Supply Contract dated May 21, 1991.
- 1.16 Exclusive Provider Customer. A subset of Customers that includes only DeSoto in this Master Water Supply Contract.
- 1.17 Financing Documents. Any resolution or resolutions of the Authority, as well as any indenture of trust, trust agreement or similar document relating to the issuance or security of the Obligations.
- 1.18 Fixed Operating and Maintenance Costs. All operating and maintenance costs and expenses other than Variable Operating and Maintenance Costs incurred by the Authority for the operation, maintenance, management, security and development of the Authority Water Supply Facilities.
- 1.19 Hydraulic Capacity Entitlement. The Hydraulic Capacity Entitlement for the Regional Transmission System for each Customer is attached as Exhibit "E."
- 1.20 Hydraulic Capacity Entitlement Cost. The debt service cost associated with Customers' Hydraulic Capacity Entitlement.
- 1.21 Maximum Daily Quantity. The maximum water quantity to be provided by the Authority to a Customer for any given day as set by its Water Allocation.
- 1.22 Member Governments. Members of the Authority. This term refers jointly to Charlotte, DeSoto, Manatee and Sarasota.
- 1.23 MGD. Million gallons per day.
- 1.24 New Water Supply Demands. The new water supplies the Authority is committed by this Contract to develop and complete to meet Customer demands as shown on Exhibit "C" as updated annually pursuant to Section 11.
- 1.25 Obligation(s). A series of bonds or other evidence of indebtedness, including but not limited

to, Financing Documents, notes, commercial paper, capital leases or any other debt of the Authority issued or incurred.

- 1.26 Operating and Maintenance Cost(s). For any Contract Year, all costs budgeted and reserves established by the Authority for operating, maintaining and securing the Authority Water Supply Facilities during such Contract Year, including, but not limited to: a) personnel, staffing and operating costs of the Authority related to the operation, maintenance and security of the Authority Water Supply Facilities; b) the general and administrative costs of the Authority related to the operation, maintenance and security of the Authority Water Supply Facilities; c) minor capital expenditures of the Authority for items such as tools, parts, and other equipment and vehicles necessary for the operation, maintenance and security of the Authority Water Supply Facilities; and d) all costs incurred in obtaining and maintaining the Permits for the Authority Water Supply Facilities.
- 1.27 Party or Parties. Party shall mean a signatory to this Contract. Parties shall mean DeSoto, Charlotte, Sarasota, Manatee, North Port and the Authority.
- 1.28 Peace River Regional Water Treatment Facility (the "1991 Facility"). All real property, interest in real property, fixtures, personal property, wells, buildings, treatment systems, pumps, pipes, storage facilities, reservoirs, aquifer storage facilities and appurtenant or associated facilities located in DeSoto and Sarasota, which were transferred by Charlotte to the Authority pursuant to that certain "Acquisition Agreement" dated May 21st, 1991 by and among the Authority, Charlotte, DeSoto, Manatee, Sarasota and the Southwest Florida Water Management District and any expansion of said facilities undertaken pursuant to that certain "Peace River Water Supply Contract" dated May 21st, 1991 by and among the Authority, Charlotte, DeSoto, Manatee and Sarasota. The foregoing notwithstanding, this term shall not include the construction, acquisition or use of any groundwater production wells. "Groundwater production wells" shall not include facilities withdrawing water from the Peace River through the use of horizontal wells not more than 50 feet deep or aquifer storage and recovery wells.
- 1.29 Peak Month Average Daily Quantity. The total water quantity provided by the Authority during the calendar month of the Customer's highest water use, divided by the number of days in that month and expressed in MGD as set by the Customer's Water

Allocation.

- 1.30 Permits. All licenses, permits, authorizations or other approvals from any government or governmental agency, whether federal, state, regional or local, necessary or convenient for the acquisition, construction, expansion and operation of Water Supply Facilities and Water Supply Sources, including but not limited to any general water use permit, temporary water use permit or individual water use permit issued by the Southwest Florida Water Management District or any entity.
- 1.31 PRO. The Amended Peace River Option Water Supply Contract dated March 8th, 1996 that expanded the Peace River Regional Water Treatment Facility by adding 6 MGD annual average daily quantity of water to the System Capacity.
- 1.32 Redistribution Pool. A depository of each Customer's Available Water for any Contract Year for purchase by all Customers.
- 1.33 Regional Transmission System. Those facilities, including appurtenant and associated facilities, owned by the Authority pertaining to the delivery and measurement of potable water to the Customers of the Authority including but not limited to primary transmission pipes, real property, interest in real property, fixtures and personal property. Regional Transmission System does not include the Aquifer, Storage and Recovery ("ASR") system or its connecting piping.
- 1.34 Regional Water System. All real property, interest in real property, fixtures, personal property, wells, buildings, treatment system, pumps, pipes, storage facilities, reservoir(s), aquifer storage and recovery facilities and appurtenant or associated facilities owned by the Authority, excluding the Regional Transmission System.
- 1.35 Renewal and Replacement Charges. The charges established by the Authority for the exclusive purpose of funding renewals and replacements of the Authority Water Supply Facilities. The charges will be established to satisfy the requirements of the Authority's Obligations and shall be set forth in the annual budget approved by the Authority for the ordinary renewal, replacement, upgrade and betterment of the Authority Water Supply Facilities.
- 1.36 Renewal and Replacement Costs. The capital expenditures set forth in the annual budget approved by the Authority for the ordinary renewal, replacement, upgrade, and betterment of

the Authority Water Supply Facilities. Renewal and Replacement Costs do not include capital expenditures associated with the expansion or addition of water treatment, storage, pumping or transmission capacity or the costs associated with reconstruction of any major components of the Authority Water Supply Facilities.

- 1.37 Renewal and Replacement Fund. The fund established by the Authority for the exclusive purpose of funding renewals and replacements of the Authority Water Supply Facilities. The deposits to such fund shall be made in accordance with the requirements of the Financing Documents of the Authority. The balances on deposit in the Renewal and Replacement Fund will be expended for those Renewal and Replacement Costs specifically identified in the annual budget approved by the Authority.
- 1.38 Second Amended Interlocal Agreement. The Second Amended Interlocal Agreement Creating the Peace River/Manasota Regional Water Supply Authority executed concurrently with this Contract.
- 1.39 System Capacity. The total combined capacities of the various components of the Regional Water System in terms of a quantity of water on an average annual daily basis expressed in MGD.
- 1.40 Variable Operating and Maintenance Costs. All operating and maintenance costs and expenses of the Authority for the operation, maintenance and management of the Authority Water Supply Facilities that change in proportion to changes in the volume of water produced by the Authority, including, but not limited to, power, chemicals and water purchases.
- 1.41 Water Allocation. The portion of the System Capacity of the Regional Water System allotted to a Customer for the term of this Contract as initially specified at Exhibit "B" as increased from time to time pursuant to Section 11.
- 1.42 Water Rate. For any Contract Year, the rate established by resolution of the Authority for the sale of water, which, to the extent applicable, shall be comprised of a Base Rate Charge, the DeSoto Payment, and a Water Use Charge.
- 1.43 Water Supply Emergency. A loss or reduction in System Capacity caused by drought or a sudden, unexpected, unavoidable interruption in water delivery as declared by resolution by the Authority Board.

- 1.44 Water Supply Facilities. All real property, interest in real property, fixtures, personal property, wells, treatment systems, pumps, pipes, storage facilities, reservoirs, aquifer storage and recovery facilities, water transmission mains, any future expansion of said facilities and appurtenant or associated installations owned, leased or otherwise controlled by Charlotte, DeSoto, Manatee, North Port, Sarasota or the Authority and used for the provision of potable water supply.
- 1.45 Water Supply Source. Any project, construction, acquisition, transfer or transaction creating a new water source or expanding an existing water source developed by the Authority, Charlotte, Sarasota, Manatee, DeSoto or North Port.
- 1.46 Water Use Charge. For any Contract Year, the rate established by the Authority for payment of the Variable Operating and Maintenance Costs. This Water Use Charge shall be based on Customer metered water usage and shall be the same charge per thousand gallons used for each Customer.

2. **TERM.** The term of this Contract shall begin on the date of its complete execution by all Parties and end on the last day of the Contract Year in which the thirty-fifth (35th) anniversary of the execution date falls. The rights and obligations of any Customer may be extended prior to expiration of the initial term at the option of that Customer for another thirty-five (35) years, said extension to expire on the last day of the Contract Year in which the seventieth (70th) anniversary of the execution date falls. Such option must be exercised at least two (2) years prior to expiration. If during the Contract term, the Authority issues Obligations to construct additional System Capacity to provide additional or maintain existing Water Allocation of the Customers that is secured from the payments made by the Customers for service from the Authority and which repayment period extends beyond the termination date of the Contract as set forth above, the Contract will automatically be extended to include the last payment date of such additional Obligations. Before the expiration of this Contract, the Authority and Customers recognize that a new contract or extension of this Contract will need to be in place to provide ongoing water service from the Authority Water Supply Facilities and all Parties agree to work together in good faith to extend this Contract or create a new contract prior to this Contract's expiration date to meet the overall intent of the Authority to provide regional drinking water.

3. **AUTHORITY CAPACITY.** The Authority shall not be prohibited from maintaining

unallocated capacity of the Authority Water Supply Facilities.

4. **CONDITIONS PRECEDENT.** All rights, obligations and liabilities of the Authority and the Customers shall be subject to the satisfaction of the conditions precedent identified in Section 4.1.

4.1 Conditions Precedent. The following are conditions precedent to the Parties' rights, obligations and liabilities under this Contract:

4.1.1 The complete execution of this Contract by the Authority and the Customers.

4.1.2 The representations set forth in Section 8 are true and correct as of the date this Contract is fully executed by all Parties.

4.1.3 No change shall have occurred on or before the date this Contract is fully executed by all the Parties in any applicable federal, state or local law, or any applicable federal, state or local rule, regulation or ordinance thereunder, or an interpretation thereof by any applicable regulatory authority or court of competent jurisdiction, that would make the execution or delivery of this Contract, or that would make compliance by the Parties with the terms and conditions of said Contract or the consummation by the Parties of the transactions contemplated thereunder, a violation of such law, rule, regulations or ordinance.

4.1.4 The Authority and North Port shall execute a Settlement Agreement that requires North Port to file a Voluntary Dismissal with prejudice in City of North Port v. Peace River/Manasota Regional Water Supply Authority, Case No. 05-05254, Thirteenth Judicial Circuit in and for Hillsborough County, Florida within ten (10) days of execution of this Contract.

4.1.5 DeSoto and the Authority shall execute a transfer agreement pursuant to Section 21 herein.

4.1.6 Notwithstanding Paragraphs 8.4 and 10.5 herein, Charlotte and Sarasota shall establish a means to settle their disagreement over the "Water Sale and Purchase Agreement" between Charlotte and Sarasota dated March 8, 1996.

4.2 Satisfaction of the Conditions Precedent. The Parties shall exercise good faith and due diligence in satisfying the conditions precedent set forth above and the Authority shall give prompt notice to the other Parties when the foregoing conditions precedent have been

satisfied or waived in writing by all the Parties.

5. **FUNDING FROM THE FEDERAL ENVIRONMENTAL PROTECTION AGENCY (“EPA”).** The funding from the EPA grant dated March 28, 1995 shall be used for the construction of the REP.

6. **INTANGIBLE ASSETS OF THE CUSTOMERS.** Each Customer’s Water Allocation and Hydraulic Capacity Entitlement is an intangible asset of that Customer’s utility system pursuant to the terms and conditions of the Contract.

7. **FUNDING FROM SWFWMD.** The funding from the SWFWMD New Water Sources Funding Agreements shall be used for the construction of the REP. All Parties shall work to obtain the maximum amount of funding from SWFWMD for the REP, any future expansion of or addition to the Authority Water Supply Facilities and new Authority Water Supply Sources.

8. **REPRESENTATION OF THE PARTIES.** The Authority, Manatee, Charlotte, DeSoto, Sarasota and North Port make the following representations:

- 8.1 Each Party is duly organized and existing in good standing under the laws of the State of Florida and is duly qualified and authorized to carry on the governmental functions and operations as contemplated by this Contract.
- 8.2 Each Party has the power, authority and legal right to enter into and perform its obligations set forth in this Contract, and the execution, delivery and performance hereof by it a) has been duly authorized by its governing board; b) does not require any other approvals by any other governmental officer or body; c) does not require any consent or referendum of the voters for Authority financed projects; d) will not violate any judgment, order, law or regulation applicable to the Party; and e) does not constitute a default under, or result in the creation of, any lien, charge, encumbrance or security interest upon the assets of the Party under any agreement or instrument to which it is a Party or by which the Party and its assets may be found or affected except as provided herein under Sections 16.5 and 16.6.
- 8.3 This Contract has been duly entered into and delivered by the respective governing boards and, as of the date of its full execution by all Parties, constitutes a legal, valid and binding obligation of said Party, fully enforceable in accordance with its terms provided the enforceability thereof may be limited by any applicable bankruptcy, insolvency, reorganization or other similar laws affecting creditors’ rights generally, or by the exercise of

judicial discretion in accordance with general principles of equity.

- 8.4 There is no action, suit or proceeding, at law or in equity, before or by any court or governmental authority, pending or, to the best of the Party's knowledge, threatened against the Party which is not resolved by the execution of this Contract, wherein any unfavorable decision, ruling or finding would materially adversely affect the performance by the Party of its obligations hereunder or the other transactions contemplated hereby, or which, in any way, would adversely affect the validity or enforceability of this Contract, or any other agreement or instrument entered into by the Party in connection with the transaction contemplated hereby.

9. **REP CONSTRUCTION.** In consideration for financial and other commitments made by the Customers herein, the Authority agrees to permit and construct the REP as a necessary Water Supply Source for the Water Allocations. The cost of construction and construction schedule are attached as Exhibit "G". The Authority agrees to use its best efforts to construct the REP in accordance with the schedule set forth in Exhibit "G". The Customers recognize that the construction schedule may be affected by circumstances beyond the control of the Authority including, but not limited to, weather, availability of material and contractors, governmental approvals, and other force majeure. The Authority agrees to keep the Customers apprised of the progress made in construction of the REP and of any delays that may affect the scheduled completion date.

9.1. Cost of Construction. The Authority will use its best efforts to complete the REP construction project within the budgeted amount shown in Exhibit "G". The Authority will comply with its procurement procedures in the construction of the REP.

9.2. Insurance. The Authority shall require suitable payment and performance bonds from all principal contractors working on the construction of the project. The Authority shall further require the provision by the principal contractors of hazard insurance, general liability insurance, and worker's compensation insurance from such carriers and at such limits as are customary.

10. **DELIVERY OF WATER.** During each Contract Year, the Authority shall deliver water to each Customer in accordance with their Water Allocations and the terms and conditions of this Contract. Customers shall pay for and the Authority shall timely develop and deliver new Water

Supply Sources and facilities to meet the needs of its Customers as set forth in Sections 11 and 12 herein.

- 10.1 Allocation. The Authority shall be required to deliver water for a Customer's water demand from its Water Allocation. Future Water Allocations will be delivered only in accordance with a Customer's New Water Supply Demands in Exhibit "C" as modified by projected water demands pursuant to Section 11 herein. If a Customer meets its payment obligations to the Authority, the Authority shall have the absolute and unequivocal obligation to develop and provide for the Customer's permissible future potable water demand in its Water Allocation and New Water Supply Demands.
- 10.2 Limitation of Allocation. The Authority shall not be required to deliver water to a Customer if prohibited by any applicable federal, state, regional or local statute, rule, ordinance, law, administrative order or judicial decree or in violation of applicable Permits. If, at any time, there is insufficient potable water available to fully meet the Water Allocations described above for any reason, then the Customers shall have their Water Allocations reduced on a pro-rata basis.
- 10.3 Delivery Point. The Authority shall deliver water through the Regional Transmission System to each Customer only at their respective Delivery Point(s) as identified in Exhibit "D". Additional Delivery Point(s) may be added by mutual agreement of the Authority and receiving Customer(s).
- 10.4 Exceedance of Delivery Schedule. Subject to Section 10.5 herein, in the event a Customer should receive delivery of water in excess of its Peak Month Average Daily Quantity, its Maximum Daily Quantity, and/or its Annual Average Daily Quantity of its Water Allocation, the Customer shall pay a Conservation Rate as set forth in the Water Rate resolution. During emergency conditions as declared by resolution of the Authority Board, the Authority shall not charge the Conservation Rate for water delivery in excess of the Water Allocation.
- 10.5 Authority Water Transfers. Upon execution of this Contract by all Customers, all prior contracts transferring Authority water between any of the Customers shall terminate. All Authority water transfers shall be provided solely through the Authority. Notwithstanding the termination of the Water Sale and Purchase Agreement between Charlotte and Sarasota pursuant to this paragraph, both Charlotte and Sarasota hereby reserve and do not in any

manner waive any rights or causes of action that one may have against the other with regard to any past due obligations or debts arising out of said Water Sale and Purchase Agreement, to be resolved pursuant to Section 4.1.6. As part of the New Water Supply Demands process set forth below, each Customer shall annually provide to the Authority its projected Authority Water Demands for the next twenty (20) years. The Authority shall then determine the total Customer demands for Authority Water. The Authority shall determine the difference between each Customer's Water Allocation and projected water demands for the next ten (10) years on an annual basis. By February 15 of each year, the Authority shall provide each Customer with a Notice of Available Water indicating the amount of Water Allocation, if any, above the Authority's projected water demands for each of the next ten (10) years. Each Customer shall file a response with the Authority within thirty (30) days of receipt of the Notice of Available Water, either accepting the Available Water quantities as determined by the Authority or providing alternative Available Water quantities, if any, for each of the next ten (10) years. Failure of a Customer to respond within thirty (30) days shall result in that Customer's Available Water quantity as determined by the Authority, being transferred into the Redistribution Pool. Nothing herein shall be construed to require any Customer that timely responds to the Notice of Available Water to provide any of its Water Allocation to the Redistribution Pool. The Redistribution Pool shall be maintained by the Authority to provide the amount of Available Water by Contract Year for up to ten (10) years. Each year shall have a separate Redistribution Pool of water quantities designated. A receiving Customer's failure to pay for water transferred from the Redistribution Pool shall be treated as a default of this Contract. The Authority shall not transfer more water than the amount of Available Water placed in the Redistribution Pool. Nothing in this Section shall relieve a Customer from the irrevocable commitment to pay for its Water Allocations in this Contract.

10.5.1 Assignment and Payment. The Authority shall assign the Available Water based upon Customer request and written confirmation by their governing body of the corresponding payment obligations under this Contract. Customers may request Available Water from the Redistribution Pool for the corresponding timeframe of their need for additional water. If there is more

demand for water than there is Available Water in a given year, the Authority shall distribute the water on pro-rata basis based on the proportionate Customer demand in the New Water Supply Demands for the year at issue.

10.5.2 Payment. Payment adjustments to the Customers supplying Available Water shall be on a pro-rata basis, based on the percentage of water supplied to the Redistribution Pools for water sold from each Redistribution Pool.

10.5.3 Assessment of Conservation Rate. Only for purposes of calculating the assessment of the Conservation Rate, the Water Allocation of the Customer(s) receiving the Available Water and the Customer(s) providing the Available Water to the Redistribution Pool will be adjusted by the transferred water quantity.

10.6 Water Supply Emergency. The Authority and its Customers shall seek the interconnection of the Water Supply Facilities with other water supply facilities in the region and the Authority's Water Supply Facilities for the purpose of facilitating the transfer of water among the Authority and the Customers under emergency conditions. The Authority and its Customers shall make available capacity, if any, in their respective Water Supply Facilities to the Customers experiencing a Water Supply Emergency at the established rate of the supplying entity. In a Water Supply Emergency, Conservation Rates, inclining block rates, or excess demand charges of any type shall be waived by all Parties to this Contract for the duration of the declared Water Supply Emergency.

11. FUTURE WATER SUPPLY PROCEDURE. It is the intention of the Parties that this Section set forth the manner in which each Customer will request, and the Authority will provide, future water supply from the Authority Water Supply Facilities. The Customers acknowledge that a procedure is necessary to provide the Authority with sufficient lead-time for planning and development of new Water Supply Sources to meet New Water Supply Demands.

11.1 No later than January 15th of each Contract Year, each Customer shall submit to the Authority a report which identifies the following:

- (i) Total projected water demand by Contract Year for the next 20 years (“Total 20 Year Demand”);
- (ii) That portion of the Total 20 Year Demand the Customer requires the Authority to fulfill (“Authority Supplied Water”) in terms of Annual Average Daily Quantity, Peak Month Average Daily Quantity and Maximum Daily Quantity; and
- (iii) The basis for each projection.

The Authority shall review, coordinate, and compile the submitted Total 20 Year Demand and Authority Supplied Water and provide such information to all Customers and the Authority Board. The Authority shall also report to the Customers and Authority Board, its estimation of water demand projections to be supplied by the Authority for its Customers on an annual basis for the applicable twenty-year planning period. The Authority shall use this data, as well as other population and water demand data, as a basis for the planning and development of new Water Supply Sources to meet New Water Supply Demands. Each Customer may modify its Total 20 Year Demand and projections for Authority Supplied Water with each subsequent annual filing, subject to the provisions in this Section.

11.2 By submitting its projections for Authority Supplied Water, each Customer is identifying that quantity of water it shall purchase from the Authority in the designated Contract Year. For the initial time period through Contract Year 2013, the New Water Supply Demands as modified at Exhibit “C” shall be the water each Customer irrevocably commits to purchase from the Authority, and the Authority agrees to supply such water. After Contract Year 2013, by submitting its projection for Authority Supplied Water each Customer agrees to purchase, and the Authority agrees to supply, that quantity of Authority Supplied Water identified in the first seven (7) Contract Years of the Total 20 Year Demand. Each Customer may annually update its Total 20 Year Demand and its projection of Authority Supplied Water. However, unless it otherwise has excess water capacity available, the Authority shall not be obligated to accept any change in demand for Authority Supplied Water within the upcoming seven (7) Contract Year period. Annually, the Authority shall issue an addendum to the Contract to update the New Water Supply Demands table at Exhibit “C” for the applicable years beyond Contract Year 2013 to reflect the first seven (7) Contract Years of projected demand for Authority Supplied Water by the Customers.

11.3 The parties acknowledge that the planning, permitting and construction of new Authority Water Supply Sources cannot exactly match the annual New Water Supply Demands. Therefore, the Authority will, from time to time, develop new Authority Water Supply Sources with water quantities that exceed immediate Customer demands. Upon the Authority determination to develop a specific Water Supply Source, the Authority shall assign a proportionate share of the new Water Supply Source Water Allocation to the Customers, to the extent practicable, by applying the new Water Supply Source project quantity to the most immediate New Water Supply Demands. The Authority shall assign Water Allocations to the Customers pro-rata based on their proportionate New Water Supply Demands at the time when the new Water Supply Source Water Allocation would be fully utilized by the total New Water Source Demand. For example, in year 2006, the Authority designates a new Water Supply Source project for 6 MGD to provide water by 2008. The total of New Water Supply Demands does not exceed 6 MGD until 2010, when it is 6.7 MGD. The Water Allocation assigned by the Authority to Customer A for the 6 MGD project is calculated by taking Customer A's New Water Supply Demand of 2.3 MGD for 2010 divided by the total of all the Customers' New Water Supply Demands of 6.7 for 2010 to determine the Customer Water Allocation Cost Percentage of 34.33%. When the Authority approves a new Water Supply Source project, it shall issue addendum to the following: (1) to increase and update the Water Allocation table at Exhibit "B;" (2) to update the Cost Allocation Percentages table at Exhibit "F" to show the new project's cost allocation percentages; and, (3) to update the table at Exhibit "H" to show the new project water quantity allocation. The Customers may only be assigned a Water Allocation for their New Water Supply Demands. All costs associated with a new Water Supply Source project, including, but not limited to, planning, design, and construction, shall be recovered from the Customer receiving the Water Allocations of the new Water Supply Source project.

12. **DESOTO DESIGNATION OF THE AUTHORITY AS ITS EXCLUSIVE PROVIDER OF WATER.** Notwithstanding the foregoing and pursuant to Section 8.1 of the Second Amended Interlocal Agreement, DeSoto elects to be an Exclusive Provider Customer. DeSoto agrees not to develop any additional Water Supply Sources beyond those currently existing identified in Exhibit "I" unless as a joint project with the Authority. If DeSoto meets its payment

obligations to the Authority, the Authority shall have the absolute and unequivocal obligation to develop and provide adequate potable water for DeSoto based upon its permissible future potable water demand as outlined herein. The Authority is free to meet DeSoto's water demands by any means it deems fit, including but not limited to using water from the Redistribution Pool or assignment of Water Allocation to meet DeSoto's demands and assigning the associated cost of constructing that portion of new Water Supply Sources to DeSoto as outlined herein.

- 12.1 Exclusive Provider Customer Water Allocation. DeSoto and the Authority agree that the current Water Allocation system must be adapted to assure that the Authority maintains its absolute and unequivocal obligation to provide adequate potable water for DeSoto and still assure that DeSoto pays its fair share of new water source development costs. For New Water Supply Demands, DeSoto has provided and agrees to continue to provide the Authority water demand projections in the same manner as other Customers pursuant to Section 11; however, the Authority shall use DeSoto's projections as well as other data collected by the Authority to set DeSoto's New Water Supply Demands for each Contract Year. DeSoto shall provide water demand projections in good faith and the Authority shall use its best efforts to match DeSoto's water demand to its assigned Water Allocation. This Water Allocation shall be used to determine DeSoto's Base Rate Charge and other share of costs in the same manner as all other Customers. Nothing in Section 12 shall allow the Authority to assign all or any portion of another Customer's Water Allocation to DeSoto.
- 12.2 Exclusive Provider Customer Water Allocation for the Redistribution Pool. The Authority may designate any portion of the DeSoto's Water Allocation as part of the Redistribution Pool.

13. **ALTERNATIVE DELIVERY.** The Authority shall consider alternative delivery, such as design-build, when developing new Water Supply Sources, including the REP.

14. **REFUNDING THE PRO BONDS.** The Authority shall issue Obligations to refund any and all debt outstanding and provide for the rights of bond holders for the PRO. Such refunding obligations shall be issued in an amount sufficient to provide for the payment of the principal of, redemption premium, if any, and interest on the outstanding debt to be refunded.

15. **SUPERSEDING AND REPLACING ALL PRIOR WATER SUPPLY CONTRACTS.** Upon full execution of this Contract and payment described in Section 14, this Contract shall supersede and replace the Amended Peace River Option Water Supply Contract dated March 8, 1996. Upon full execution of this Contract, this Contract shall supersede and replace all other water supply contracts with the Authority, including but not limited to the Peace River Option Water Supply Contract, dated September 20, 1995; the Peace River/Manasota Regional Water Supply Authority/City of North Port, Florida dated May 30, 1991; Peace River Water Supply Contract dated May 21, 1991; and the Acquisition Agreement dated May 15, 1991.

16. **WATER RATE.** For each Contract Year, each Customer with a Water Allocation from the Regional Water System shall pay the Authority the Water Rate adopted by resolution of the Authority Board.

16.1 **Rate Setting.** In conjunction with the Authority's annual budget development and adoption process, the Authority shall fix a Water Rate consisting of the Base Rate Charge (adjusted as necessary for customer financing), DeSoto Payment, and Water Use Charge to be paid on a monthly basis by the Customers for water furnished by the Authority. The Authority shall charge and collect rates that are reasonable and just for all Customers. The rates are not subject to the supervision or regulation by any other commission, board, bureau, agency or other political subdivision or agency of the county or state. Unless a common rate is established for all Debt Service Cost components of the Authority Water Supply Facilities, in determining a Customer's Water Rate, the Authority shall allocate to each Customer, a Base Rate Charge as follows: (1) the Base Rate Charge for 12 MGD 1991 Facility known as the Peace River Regional Water Treatment Facility pursuant to the 1991 Facility percentages set forth on Exhibit "F", (2) the 6 MGD PRO shall be allocated pursuant to the PRO percentages

set forth on Exhibit "F", and (3) the Base Rate Charge for the 14.7 MGD REP shall be allocated pursuant to the REP percentages set forth on Exhibit "F". All Debt Service Cost for new Authority Water Supply Sources and other costs associated therewith, such as reserves, coverages, expansion of existing water supply, or the fixed water purchase costs associated with a new Water Supply Source shall be combined with the REP Debt Service Cost for the common Debt Service Cost in the Water Rate. Provided, however, any Customer has the right to carry its own financing or pay in advance for their portion of a new Water Supply Source or expansion of the Authority Water Supply Facility and, in such event, the Debt Service Costs component of the Water Rate shall be adjusted accordingly.

16.2 Customer Financing. Each Customer shall have the option to issue their own debt or pay with its available money with respect to its portion of any new Authority Water Supply Source. The entire payment for a Customer's proportionate share shall be made to the Authority within fourteen (14) days of the Authority bond closing. The Authority shall provide notice to all Customers of the Authority bond closing date thirty (30) days prior to the Authority bond closing. To the extent not inconsistent with the Financing Documents, the Base Rate Charge for a Customer who issues its own debt or pays in advance for any such new Water Supply Source (including the REP) shall be adjusted to remove that Customer's Debt Service Costs attributed to the Customer's Water Allocation corresponding to the payment by the Customer for that new Water Supply Source or expansion.

16.3 Accounting, Audits and Adjustments. The Authority shall maintain accounts and records for all funds received and disbursed by it with respect to the Authority Water Supply Facilities in accordance with generally accepted accounting practices applicable to governmental owned and operated water utilities. On an annual basis, the Authority shall

provide for an audit to be conducted by a recognized certified public accounting firm experienced in water utility audits.

- 16.4 Joint Authority and Customer REP Review and Oversight. Each Party shall designate a staff representative for a joint Authority and Customer committee for the review and oversight of the REP design and construction activities. The Executive Director of the Authority shall be the Authority representative on the committee.
- 16.5 Water Charge to Customers. Each Customer shall pay the Authority its invoiced Water Rate and any applicable Conservation Rate charges on a monthly basis following the calendar month in which the charges were incurred and invoiced. The Customers shall submit payment to the Authority for the monthly charges within thirty (30) days of receipt of the invoice. Failure to pay monies shall create a debt with respect to the non-paying Customer's utility system. A Customer that fails to pay within ninety (90) days after the Authority has mailed its invoice shall be in default pursuant to this Contract. Upon thirty (30) days written notice, the Authority may discontinue delivery of water to any Customer in default for nonpayment and/or may transfer the defaulting Customer's Water Allocation in whole or in part to another Customer in good standing, for the remaining term of this Contract.
- 16.6 Source of Payments. Each Customer's obligation to pay any monies due under this Contract does not constitute general indebtedness. Neither the Authority nor the holders of any obligations issued by the Authority in order to finance or refinance the expansion, alteration, improvement, replacement or operation of the Authority Water Supply Facilities shall have a right to require or compel any Customer to exercise its ad valorem taxing power to pay its obligations and liabilities under this contract or to compel payment from any source other than as indicated in this Section. Each of the Customers, however, shall and do hereby

covenant to set water rates for its respective customers at a level sufficient to pay all monies due the Authority under this Contract.

16.7 DeSoto Payment. The Authority shall collect from its Customers in accordance with Exhibit "A", the DeSoto Payment and remit it to DeSoto. If the quantities of water allocated to the Authority under SWFWMD Water Use Permit Number 2010420.01 issued in 1996 for 32.7 MGD annual average water use are modified or if additional entities become Customers of the Authority, then the amount of the DeSoto Payment to be paid to DeSoto shall be readdressed by all Parties to this Contract.

17. **FUNDING FOR MANAGEMENT AND PLANNING.** It is acknowledged that Management and Planning Costs of the Authority may be obtained from the Customers in a manner determined by the Authority Board, and that additional funds available for Management and Planning Costs shall be sought by the Authority from the federal and state government, including but not limited to the Florida Department of Environmental Protection, Florida Department of Community Affairs, the Southwest Florida Water Management District, the Basin Boards of the Southwest Florida Water Management District, and appropriate utilities and agencies.

18. **PAYMENT TO CHARLOTTE FOR OVERSIZED FACILITIES.** Pursuant to prior contract provisions, payment is due to Charlotte for certain oversized facilities. Any Customer may prepay its portion of the Charlotte Oversized Facilities Payment directly to Charlotte, but must elect to do so on or before October 15, 2005 with immediate notice to the Authority and payment to Charlotte by November 30, 2005.

18.1 Payment for Oversized Facilities for the PRO. The PRO oversized facility payment was made to Charlotte in the amount of \$3,191,883.00. When the PRO bonds are refunded, Customers other than Charlotte are to pay the Debt Service Cost on the remaining financed portion of the \$3,191,883.00

with Sarasota paying 87.5% and DeSoto paying 12.5%.

- 18.2 Payment for Oversized Facilities for the REP. The Authority shall pay Charlotte all remaining oversized facility charges totaling \$3,287,098.00 upon closing of the bond issuance for the REP. This payment is calculated as the total oversize facility charge of \$4,515,864.00 less Charlotte's portion of 27.21% of the REP allocation percentage from Exhibit "F", or \$1,228,766.00. All obligations to Charlotte for oversized facilities payment set forth in all previous contracts or agreements, including but not limited to, the Peace River Water Supply Contract dated May 21, 1991; the Amended Interlocal Agreement creating the Peace River/Manasota Regional Water Supply Authority dated May 21, 1991; and the Acquisition Agreement dated May 21, 1991, shall be satisfied upon receipt of the payment by Charlotte of the \$3,287,098.00. The REP oversized facilities payment is to be paid by Customers other than Charlotte, and shall be based on the Debt Service Cost associated with financed portion of the oversized facilities payment to Charlotte of \$3,287,098.00 for the REP and shall be allocated with Sarasota paying 85.62%, North Port paying 13.28% and DeSoto paying 1.1%.

19. **PAYMENT TO CHARLOTTE FOR PEACE RIVER REGIONAL WATER TREATMENT FACILITY ("1991 FACILITY").** Upon payment of the \$3,287,098.00 specified above, the Authority's total debt to Charlotte for the transfer from Charlotte of the 1991 Facility shall be \$18,299,274.17 with the Authority annually paying \$1,971,557.00 in equal installments on a monthly basis, with the last payment being on October 1, 2021. The redemption of this debt shall be governed by Exhibit "J". The Authority's payment to Charlotte for the 1991 Facility shall be allocated among DeSoto, Charlotte and North Port pursuant to the 1991 Facility cost allocation percentages set forth on Exhibit "F". This payment schedule shall supersede and replace any prior agreement, contract or other document for any payment or Obligation to Charlotte for transfer of the

1991 Facility or any other assets, real estate, facilities or any other property or service to the Authority prior to the date of this Contract.

20. **NORTH PORT PAYMENT TO CHARLOTTE.** Pursuant to the Peace River/Manasota Regional Water Supply Authority/City of North Port, Florida Water Supply Contract dated May 30, 1991, Charlotte reserved water capacity for a period of time for North Port. North Port was then obligated to repay the cost of the water reservation to Charlotte. Payment by North Port through the Authority to Charlotte has been made since 1992 at a monthly amount of \$398.42. Since the Master Water Supply Contract supersedes the Peace River/Manasota Regional Water Supply Authority/City of North Port, Florida Water Supply Contract dated May 30, 1991, this North Port obligation is established in this Contract. North Port shall pay the Authority \$398.42 monthly with the last payment on October 1, 2021. The Authority shall pass through the payment being made to Charlotte each month.

21. **TRANSFER OF DESOTO FACILITY.** Provided a transfer agreement is executed by DeSoto and the Authority, the Authority shall pay DeSoto \$800,000.00 for DeSoto to transfer to the Authority the real property and water well, appurtenances and any necessary permits for use of the water well and specified facilities in place identified in the transfer agreement. This payment from the Authority shall be funded from REP Debt Service Cost. The payment to DeSoto will be in the form of a credit for DeSoto's payment obligation pursuant to the DeSoto County Regional Pipeline Extension Amended Pipeline Agreement dated June 21, 2004.

22. **DEVELOPMENT OF FUTURE WATER SOURCES.** The Authority and its Customers shall develop new Water Supply Facilities as follows:

22.1. General. The Authority shall develop new Authority Water Supply Facilities to meet the water demands of its Customers in Exhibits "B" and "C" which will reflect the projections

provided as specified above or at the determination of the Authority for DeSoto.

22.2 Procedures for New Authority Water Supply Facilities. The Authority shall have written consent of the governing body of a Customer in whose jurisdiction the Authority intends to acquire, develop, construct or operate new Authority Water Supply Facilities. For new Authority Water Supply Facilities located or proposed to be located within the jurisdiction of North Port, North Port shall be the sole entity that grants or denies consent to the Authority.

22.2.1. The Authority shall provide written notification of its intention to apply or seek the transfer of a Permit for new Authority Water Supply Facilities to the Customer in whose jurisdiction the Authority Water Supply Facilities are located or will be located. Such notification shall be given no less than sixty (60) days prior to submitting the Permit application or requesting the Permit transfer. The Customer shall notify the Authority within sixty (60) days of its decision to grant or deny consent to the Authority to acquire, develop, construct or operate the new Authority Water Supply Facilities within its jurisdiction. If a Customer denies consent, the Customer's notification shall provide an explanation of the reasons for denial.

22.2.2. Upon notification of denial by a Customer to the Authority, a meeting between the staff of the Authority and the Customer shall be held within forty-five (45) days of the notification of denial. This meeting shall be organized and scheduled by the Authority. During this meeting, the staff of the Authority and the Customer shall attempt to reach an agreement to grant consent to the Authority to acquire, develop, construct or operate new Authority Water Supply Facilities within the Customer's jurisdiction.

22.2.3. If no agreement is reached within forty-five (45) days of notification of denial, the Authority and the Customer shall participate in mediation, the costs of which shall be equally divided between them. The Authority and the Customer shall endeavor in good faith to select a mutually acceptable mediator. If the Authority and the Customer are unable to mutually agree on a mediator within fourteen (14) days after the staff meeting held pursuant to paragraph 22.2.2., the Authority and the Customer shall agree to accept a mediator selected by the Florida Conflict Resolution Consortium. Upon the selection of a mediator, the Authority and the Customer shall schedule mediation to occur within fourteen (14) days. Mediation shall be completed within forty-five (45) days of the first mediation conference unless extended by mutual written agreement of the Authority and the Customer. Subsections (b), (c), (d), and (e) of Rule 1.720 of the Florida Rules of Civil Procedure are applicable to the mediation proceedings. Designees of the Authority and the Customer attending the mediation shall include a governing body member who has the full authority to negotiate on behalf of its entity and to recommend an agreement to its governing body. In the event of any breach or failure to perform mediation under this section, the Authority or Customer may seek appropriate remedies to mandate this mediation process.

22.2.4 If consent to the Authority by a Customer is not agreed to at the mediation, the Authority shall withdraw the Permit application or request for Permit transfer.

22.3 Procedure for the Authority's Customers. Whenever a Customer ("Applicant Customer")

intends to apply or seek the transfer of a Permit for Water Supply Facilities located or that will be located within the jurisdiction of another Customer, the Applicant Customer shall provide written notification of its intention to apply or seek the transfer of a Permit for Water Supply Facilities to the Customer ("Host Customer") in whose jurisdiction the Water Supply Facilities are located or will be located. Such notification shall be given no less than sixty (60) days prior to submitting the Permit application or requesting the Permit transfer. The Host Customer shall notify the Applicant Customer within sixty (60) days of its decision to grant or deny consent to the Applicant Customer to acquire, develop, construct or operate the Water Supply Source within its jurisdiction. If a Host Customer denies consent, the Host Customer's notification shall provide an explanation of the reasons for denial. The Applicant Customer shall immediately withdraw its Permit application or request for transfer of a Permit upon notification of denial by the Host Customer.

23. HYDRAULIC CAPACITY ENTITLEMENT IN REGIONAL TRANSMISSION

SYSTEM. Each Customer shall be provided its respective Hydraulic Capacity Entitlement of the hydraulic capacity in the transmission facilities that has been constructed at the time of execution of this Contract or will be constructed by the Authority during the term of this Contract for the benefit of such Customer(s) to deliver potable water from the Regional Water System to the respective Customer(s) Delivery Point. Each Customer's Hydraulic Capacity Entitlement percentage or amount in the current Regional Transmission System is set forth on Exhibit "E". A Customer's Hydraulic Capacity Entitlement in segments of the Regional Transmission System constructed after the date of this Contract will be determined on a transmission line segment basis by the Authority. All Hydraulic Capacity Entitlement Cost of the Hydraulic Capacity Entitlement will be the sole responsibility of the Customer(s) benefiting from such facilities. If more than one Customer uses the

same transmission segment as designated by the Authority, then each shall pay their proportionate share of the Hydraulic Capacity Entitlement Cost.

23.1 In the event a Customer requests capacity in a transmission line segment that is an existing component of the Regional Transmission System, and the capacity percentage of which has been fully allocated, the Authority shall not grant capacity to the requesting Customer without first obtaining approval from the Customer(s) to whom the hydraulic capacity in that transmission line has previously been allocated. In the event the Authority modifies the Hydraulic Capacity Entitlement, the application of all future service rates and charges will be adjusted accordingly.

23.2 If requested by North Port, the Authority shall construct, and North Port shall pay for its proportional share of the Hydraulic Capacity Entitlement Cost of a new segment of the Regional Transmission System between Delivery Points identified by North Port and acceptable to the Authority on the basis of system hydraulics. The Authority and North Port may agree to a water delivery alternative utilizing the existing stub-outs along the 42-Inch RTS (2) transmission main identified in Exhibit "D", subject to the change of apportionment of Hydraulic Capacity Entitlement Cost on terms mutually agreeable to North Port, Sarasota and Authority.

24. **ADDITIONAL REPRESENTATIONS, WARRANTIES AND COVENANTS OF THE AUTHORITY.** The Authority hereby represents, warrants and covenants to the Customers as follows:

24.1 System Operation. Operation and maintenance of the Authority Water Supply Facilities shall be the responsibility and the obligation of the Authority. The Authority shall be responsible to adopt an adequate budget to pay all of the Operating and Maintenance Costs of the

Authority, to satisfy all the Authority's Obligations, to provide for the requisite Bond Coverage Costs to meet all required tests set forth in the Financing Documents, to provide for renewal and replacement costs to keep the Authority Water Supply Facilities in good operating order and to provide for any sinking funds and other reserves necessary to provide the water service as set forth in this Master Water Supply Contract. The Authority shall provide sufficient personnel, with appropriate experience to undertake all regulatory requirements, including, but not limited to, those imposed by the Florida Department of Environmental Protection, the Southwest Florida Water Management District, the State of Florida Department of Health and the United States Environmental Protection Agency. If new regulatory requirements necessitate capital improvements or budget amendments, the Authority shall take all necessary actions to accomplish the same. The Authority shall be responsible for all regulatory violations including compliance costs or penalties assessed for same, which arise out of or are solely created through: (1) material errors or omissions by its personnel and agents in the day-to-day operations of the Authority Water Supply Facilities; or (2) the failure of the Authority to timely proceed administratively to undertake or complete a requirement imposed by any regulatory agency in any consent order or operating permit. The Authority shall maintain adequate catastrophic insurance on the Authority Water Supply Facilities on such terms and amounts as established by the Authority.

24.2 Water Quality. The Authority shall use its best efforts to deliver water of good and uniform quality from the Authority Water Supply Facilities to the Delivery Point(s). The water delivered by the Authority to the Delivery Point(s) shall be stabilized and shall meet all federal, state or regional regulations and orders relating to drinking water, which are applicable to water produced, stored and transported at and through the Authority Water

Supply Facilities.

24.3 Water Measurement. The Authority shall use its reasonable efforts to measure all water delivered to the Delivery Point(s) of Customers. The Authority shall own and maintain the meters at all Delivery Point(s). The Authority shall maintain complete and accurate records of its water measurements. Water flow measurements recorded by the Authority shall be the exclusive means of determining the quantity of water delivered to the Delivery Point(s) under this Contract. The metering equipment shall be of standard make and type, installed at a readily accessible location, and shall record flow with accuracy sufficient to meet all applicable reporting requirements. The Authority will check the accuracy of the meters annually, provide a report regarding the condition, accuracy and state of the meters and provide for a certified calibration test and any appropriate recalibration. Upon request and at the expense of the Customer, the Authority shall make arrangements for a meter test to be conducted by an independent testing facility who shall conform to the manufacture's standards and where appropriate conduct the test as a field test. The Customers may be present when the meters are checked for accuracy, and the test records shall be made available for inspection by the Customers upon reasonable request. If the accuracy of the meter is determined to be at least four (4) percent beyond the limits prescribed by the manufacturer, the meter will be assumed to have been inaccurate from the mid-point of the time since the last annual inspection, or the last calibration, or the last independently certified test, or the last six (6) months whichever is less. The following month's billing will be adjusted taking into account the nature of the inaccuracy to show a credit or additional charge to the respective Customer for the metered flow for that period.

24.4 Permits. The Authority shall use its best efforts to obtain all Permits necessary to provide

the Customers with water in accordance with the Water Allocations, New Water Supply Demands and its duty to its Exclusive Provider Customer(s).

24.5 Financing the Authority Water Supply Facilities. The Authority shall use its best efforts to borrow funds and to set adequate reserves and budgeted expenditures necessary to cover costs to be incurred in constructing, acquiring, operating, maintaining, repairing, replacing or upgrading the Authority Water Supply Facilities.

24.6 Acquisition of Real Property. The Authority shall use its best efforts to acquire all interest in real and personal property (if any) necessary for the expansion, construction, management and operation of the Authority Water Supply Facilities. The Authority shall retain in its own name any interest in real property acquired in connection with the Authority Water Supply Facilities.

24.7 Water Pressures. The Authority shall use its best efforts to supply water under normal operating conditions at the Annual Average Daily Quantity at a pressure not less than 65 psi at the Customer Delivery Point(s) to the Customer unless a different pressure is specified in Exhibit "D". The Authority will not be responsible for interruptions or abnormal operating conditions that cause reduced pressures for interim periods that are beyond the Authority's control.

24.8 Priority of Payment. All monies received by the Authority from the Customers pursuant to this Contract shall be applied in the following order of priority:

FIRST: To the payment of Operating and Maintenance Cost (other than renewal of replacement costs) as provided in the Financing Documents for the Obligations;

SECOND: To the payment of Debt Service Cost as provided in the Financing Documents for the Obligations;

THIRD: To the payment of the renewal and replacement costs;

FOURTH: To the payment of the DeSoto Payment and Charlotte Obligations;

FIFTH: To the payment of any charges or Obligations due and owing by the Authority.

25. ADDITIONAL REPRESENTATIONS, WARRANTIES AND COVENANTS

OF THE CUSTOMERS. The Customers hereby represent, warrant and covenant to the Authority as follows:

25.1 Irrevocable Commitment to Pay. The Customers recognize that circumstances, such as equipment maintenance or failure, construction delays, failure to obtain Permits, limitations on Permits, transmission line ruptures or defects, acts of God, etc., may prevent the performance by the Authority of its obligations pursuant to this Contract. Under such circumstances, the Customers shall continue to pay their respective Water Rate throughout the term of this Contract. Said payments by the Customers shall be made without notice or demand and without set-off, counterclaim, abatement, suspension or deduction. The Authority is undertaking construction of the REP and additional water supply projects and operation and maintenance of the Authority Water Supply Facilities based in part on the representations, warranties and covenants of the Customers set forth in this Contract.

25.2 Acquisition of Real Property. Subject to Section 22 herein, the Customers shall promptly cooperate with the Authority in acquiring all interests in real property necessary to construct, manage and operate the Authority Water Supply Facilities and Water Supply Sources.

25.3 Utility System Charges. The Customers shall fix, revise, maintain and collect such fees, rates, tariffs, rentals or other charges for the use of products, services and facilities of their water utility systems as shall be necessary to fund the timely payment of their respective

obligations and liabilities under this Contract as well as all other obligations payable from the revenues of their water systems.

- 25.4 Cooperation on Permits. Subject to Section 22 herein, for the construction and operation of the facilities necessary for the REP and future Authority Water Supply Sources, the Customers shall promptly cooperate with the Authority in obtaining any and all Permits necessary or convenient for construction, expansion, alteration, replacement or operation.
- 25.5 Cooperation on the REP. The Customers shall promptly cooperate with the Authority in operating or expanding for the REP.
- 25.6 Utility System Operation and Maintenance Account. Each Customer shall maintain its water utility system operation and maintenance accounts throughout the term of this Contract for the purpose of paying its obligations and liabilities under this Contract. At all times during the term of this Contract, the Customers' obligations and liabilities under this Contract shall be considered an operating expense of its water utility systems and shall be paid from its water utility systems operation and maintenance accounts or capacity fee account or facility investment fees, if appropriate; provided, however, that such obligations and liabilities of a Customer shall not be considered an operating expense of its water utility system nor need it be paid from the operation and maintenance account to the extent the Customer has budgeted and appropriated legally available moneys for such purpose and is current on all its obligations arising hereunder. For the purpose of paying their obligations and liabilities under this Contract, Customers may utilize, in addition to their water utility operation and maintenance accounts, facility investment fees or other capacity fees as identified in their adopted rate resolutions.
- 25.7 Cooperation on Issuance of Authority Obligations. Each Customer shall cooperate with the

Authority in issuance of the Authority's Obligations. In such connection, each Customer and the Authority shall comply with reasonable requests of each other and will, upon request, do as follows: (i) make available general and financial information about itself; (ii) consent to publication and distribution of its financial information; (iii) certify that its general and financial information is accurate, does not contain any untrue statements of a material fact and does not omit a material fact necessary to make the statements in the information, in light of circumstances under which they are made, not misleading; (iv) make available certified copies of official proceedings; (v) provide reasonable certifications to be used in a transcript of closing documents; and (vi) provide and pay for reasonable requested opinions of counsel as to the validity of its actions taken in respect to and the binding effect of the Second Amended Interlocal Agreement and this Contract, and pending litigation which could materially affect its performance hereunder. Each Customer shall provide the Authority reasonable assurance that no actions taken by it shall adversely affect the exclusion from gross income of interest on the Authority's Obligations for purposes of federal income taxation. Each Customer covenants to assist the Authority in any reasonable manner with respect to the issuance of such Obligations, including but not limited to participation and assistance with any court proceeding seeking to validate the Obligations pursuant to Chapter 75, Florida Statutes.

- 25.8 Payment for Obligations. If a Customer defaults on the payment of its Water Rate established pursuant to this Contract, each non-defaulting Customer shall have the option to take the defaulting Customer's pro-rata share (based of each Customer's percentage of the total Water Allocation of the Authority) and corresponding payment obligation of the defaulting Customer's Water Allocation within sixty (60) days of notice of the defaulting

Customer's Water Allocation from the Authority. If any of the defaulting Customer's Water Allocation remains after the expiration of sixty (60) days notice period, then each non-defaulting Customer may by mutual agreement with the Authority take any or all of the remaining Water Allocation and corresponding payment obligation created by the default. Any portion of the defaulting Customer's Water Allocation that remains unallocated shall be added to the Redistribution Pool or designated as Authority water capacity; however, these actions shall not relieve the defaulting Customer of its payment obligation to the Authority.

26. **PLEDGE OF CONTRACT REVENUES.** The Authority may pledge any payments, interest or other income or revenues derived under this Contract for the purpose of securing any revenue bonds issued by the Authority to finance the REP and new water supply projects of the Authority Water Supply Facilities.

27. **NORTH PORT'S OPTION TO BECOME A MEMBER.** If the Authority pursuant to the process set forth in the Second Amended Interlocal Agreement, adds a municipality as an Authority Member Government, then North Port at its option may become a member of the Authority upon the same terms and conditions as the new municipality member. North Port must exercise its option within thirty (30) days of the effective date of the amendment to the Second Amended Interlocal Agreement adding the new municipality as a member.

28. **IMPLEMENTATION AGREEMENT.** An Implementation Agreement dated March 8, 1996 was entered into by the Authority and Charlotte that provides, in part, that no further expansion of the Peace River Regional Water Treatment Facility beyond the PRO can be implemented without the Southwest Florida Water Management District setting the Minimum Flow and Levels for the Peace River. Charlotte, without waiving the application of the Implementation Agreement to any further expansion of the Authority Water Supply Facilities beyond the REP, agrees

not to apply the provision of the Implementation Agreement to the development, construction or operation of the REP. However, the Implementation Agreement applies to any further expansion of the Peace River Regional Water Treatment Facility beyond the REP; and it requires that before any further expansion is implemented, Minimum Flows and Levels must be set for the Peace River or the Authority must complete a Section 403.412, Florida Statutes, action including an appeal of an adverse ruling of the lower tribunal, against the District to require it to set Minimum Flows and Levels for the Peace River.

29. **RE-RATING REGIONAL WATER SYSTEM.** To the extent that any component of the Regional Water System is re-rated or treatment capacity is modified with the appropriate regulatory agencies (either an increase or decrease in capacity), then each Customer's corresponding Water Allocation will be adjusted pro-rata on a basis consistent with the Cost Allocation percentage of each Customer. The Authority agrees not to initiate a re-rating process with the intent to reduce System Capacity. For example, a Customer with a Water Allocation of 10% would receive an increase in Water Allocation of 100,000 gallons per day for a 1,000,000 gallon per day re-rating increase. To the extent that the re-rating of the Regional Water System results in the incurrence of additional capital expenditures, the Authority will notify the affected Customers of such expenditures. The expenditures required for and the associated re-rating will be allocated proportionately pursuant to the Water Allocation percentage unless any Customer(s) decide not to participate in the cost and associated benefits of the re-rating. If a Customer does not participate in the re-rating, then the change in Water Allocation and the expenditures will be allocated pro-rata to the participating Customers in accordance with their Water Allocation. All expenditures associated with re-rating will be the responsibility of the participating Customers and are to be paid to the Authority in accordance with the Contract. To the extent any increase in Water Allocation is not

allocated to the Customers, it shall be transferred to the Redistribution Pool.

30. **DEFAULT AND REMEDY.** Recognizing the region's paramount need for a safe and dependable source of water supply, the Parties agree this Contract may not be terminated prior to the normal expiration date specified in Section 2 and the remedy for a breach of the Contract shall be specific performance, injunctive relief and any other equitable relief, as well as monetary damages.

31. **DESIGNATION AS REPRESENTATIVE AND CO-APPLICANT STATUS.** The Authority and the Customers shall be co-applicants for any SWFWMD water use permits needed for the Authority Water Supply Facilities and Authority Water Supply Sources. Subject to Section 22 herein, the Customers shall waive all objections to the Permit applications relating to the acquisition, operation, replacement or expansion of the Authority Water Supply Facilities and Authority Water Supply Sources issued by a federal, state, or regional governmental entity. The Customers hereby designate the Authority as their representative with respect to any such Permit or in any administrative or judicial proceeding relating thereto.

32. **APPLICABLE LAW AND VENUE.** The laws of the State of Florida govern the validity, interpretation, construction and performance of this Contract and venue for any suit involving this Contract shall be in Hillsborough County, Florida.

33. **NO ASSIGNMENT.** The rights, obligations and interests of the Customers and Authority under this Contract may not be wholly or partially sold, assigned, transferred, pledged or hypothecated unless approved in writing by all Parties.

34. **NOTICE.** All notices, demands, requests and other communications shall be deemed sufficient and properly given, if in writing and delivered in person to the following addresses, sent by certified or registered mail, or by overnight delivery, postage prepaid with return receipt requested, at such addresses; provided, if such notices demands, requests or other

communications are sent by mail or overnight delivery, they shall be deemed as given on the third day following such mailing which is not a Saturday, Sunday or a day on which United States mail is not delivered: The Authority's Executive Director's Office, 1645 Barber Road, Suite A, Sarasota, Florida 34240; the Charlotte County Administrator's Office, Charlotte County Administration Center, 18500 Murdock Circle, Port Charlotte, Florida 33948-1094; Manatee County Administrator's Office, Manatee County Administration Center, 1112 Manatee Avenue West, Suite 920, Bradenton, Florida 34205; the DeSoto County Administrator's Office, 201 East Oak Street, Arcadia, Florida 34266; the Sarasota County Administrator's Office, 1660 Ringling Boulevard, Sarasota, Florida 34236; and the North Port City Manager's Office, 5650 North Port Boulevard, North Port, Florida 34287. Any Party may, by like notice, designate any further or different addresses to which subsequent notices shall be sent.

35. **RELATIONSHIP OF THE PARTIES.** Nothing herein shall be deemed to constitute any Party a partner or joint venturer, or to create any fiduciary relationship among the Parties.

36. **THIRD PARTY BENEFICIARIES.** No right or cause of action shall accrue upon or by reason hereof, or for the benefit of any person not expressly named as a Party in this Contract, except for any holders of Obligations and/or credit enhancers relating to Obligations who shall be third party beneficiaries of this Contract.

37. **WAIVER.** Unless otherwise specifically provided by the terms of this Contract, no delay or failure to exercise a right resulting from any breach of this Contract shall impair such right or shall be construed to be a waiver thereof, but such right may be exercised from time to time and as often as may be deemed expedient. Any waiver shall be in writing and signed by the Party granting such waiver. If any representation, warranty or covenant contained in this Contract is breached by

any Party and thereafter waived by another Party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive, either expressly or impliedly, any other breach under this Contract.

38. **AUTHORIZED REPRESENTATIVES.** For purposes of this Contract, the Parties authorized representatives are as follows: the Authority Executive Director, the Charlotte County Administrator, the DeSoto County Administrator, the Manatee County Administrator, the Sarasota County Administrator, and the City of North Port City Manager. Any Party may change its authorized representative at any time by written notice to all other Parties.

39. **SECTION CAPTIONS AND REFERENCES.** The section headings and captions contained herein are included for convenience only and shall not be considered part of this Contract or affect in any manner its construction or interpretation. Except as otherwise indicated, all references herein to sections are to sections of this Contract.

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

41. **ATTORNEYS FEES AND COST.** In the event there is litigation arising under or related to this Contract, the losing Party or Parties shall pay to the successful Party or Parties all attorney's fees and costs and expenses incurred in enforcing the Contract, including attorneys' fees incurred on appeal, in adversarial administrative proceedings and in connection with bankruptcy

proceedings, to the extent allowed by law. This provision shall survive the termination of this Contract.

42. **AMENDMENT.** This Contract may only be amended by a writing duly executed by the Authority, Manatee, Charlotte, DeSoto, Sarasota and North Port and only to the extent permitted by the Financing Documents authorizing the issuance of the Obligations.

43. **ENTIRE AGREEMENT.** This Contract shall constitute the entire agreement of the Authority, Charlotte, Manatee, DeSoto, Sarasota, and North Port with respect to the Authority's provision of drinking water supply.

44. **FURTHER ASSURANCES.** The Authority, Manatee, Charlotte, DeSoto, Sarasota, and North Port each shall use all reasonable efforts to provide such information, execute such further instruments and documents and take actions as may be reasonably requested by another Party and not inconsistent with the provisions of this Contract and not involving the assumption of obligations or liabilities different from, in excess of or in addition to those expressly provided for in this Contract to carry out the intent of this Contract.

45. **CONSENTS.** To the extent that the consent of any Party to this Contract is required as a condition to the action of other Parties, such consent shall not be unreasonably withheld.

46. **SUCCESSORS AND ASSIGNS.** This Contract shall be binding upon and inure to the benefit of the respective successors, permitted assigns, administrators and trustees of the Authority, Manatee, Charlotte, DeSoto, Sarasota, and North Port.

47. **EXECUTION OF DOCUMENTS.** This Contract shall be executed in fifteen (15) duplicate originals, any of which shall be regarded for all purposes as an original and all of which shall constitute one and the same instrument.

48. **INTERLOCAL AGREEMENT.** This Contract shall constitute an interlocal agreement pursuant to Section 163.01, Florida Statutes. A true and correct copy of this Contract and any subsequent amendments shall be recorded by the Authority with the clerk of the circuit court in Manatee, Charlotte, DeSoto and Sarasota.

49. **AMBIGUITY.** The Parties agree that each one has played an equal part in the negotiation and drafting of this Contract, and in the event any ambiguity should be asserted or realized in the interpretation or construction of this Contract, the result of such ambiguity shall be equally assumed and realized by each Party.

50. **SOVERIGN IMMUNITY.** The Customers intend to avail themselves to the benefits of Sections 768.28 and 163.01(9)(c), Florida Statutes, and of other statutes and common law governing sovereign immunity to the fullest extent possible. In accordance with Section 163.01(5)(o), Florida Statutes, therefore the Customers are not jointly liable for the torts of the officers or employees of the Authority, or any other tort attributable to the Authority, and that only the Authority shall be liable for torts attributable to it or for torts of its officers or employees, and then only to the extent of the waiver of sovereign immunity or limitation of liability specified in Section 768.28, Florida Statutes. The Customers intend the Authority to have all the privileges and immunities from liability and exemptions from laws, ordinances, rules and common law which apply to the municipalities and counties of the State of Florida. Nothing in this Contract is intended to inure to the benefit of any third-party for the purposes of allowing any claim which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.

51. **CONFLICT WITH INTERLOCAL AGREEMENT.** To the extent any provision herein shall conflict with a provision in the Second Amended Interlocal Agreement, the provision in the Second Amended Interlocal Agreement shall be controlling.

52. **GOOD FAITH.** The Parties agree to exercise good faith and fair dealing in respect to all matters relating to this Contract.

53. **WATER PURCHASE.** The Customers shall have a preferential right to purchase water from the Authority. The Authority may purchase water from any source available.

IN WITNESS WHEREOF, the Authority, Manatee, Charlotte, DeSoto, Sarasota, and North Port have executed this Contract on the day, month and year first above written.

PEACE RIVER/MANASOTA REGIONAL
WATER SUPPLY AUTHORITY



WITNESS:

Edward Yates
Linda Stewart

By: Patricia M. Glass
Date: October 5, 2005

Approved as to form:
[Signature]
Attorney for Peace River/Manasota
Regional Water Supply Authority

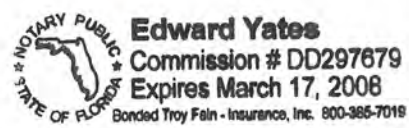


STATE OF FLORIDA
COUNTY OF SARASOTA

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgements, personally appeared, Patricia M. Glass, to me known to be the person described in and who executed the foregoing instrument on behalf of the Peace River/Manasota Regional Water Supply Authority, and Patricia M. Glass, acknowledged before me that Patricia M. Glass, executed same as a free act and deed for the uses and purposes therein stated.

WITNESS my hand and official seal in the County and State last aforesaid this 5th day of October, 2005.

Edward Yates
Notary Public, My
Commission
Expires:



CHARLOTTE COUNTY
BOARD OF COUNTY COMMISSIONERS

WITNESS:

[Signature]
[Signature]

By: [Signature]
Sara J. Devos, Chairman
Date: 9/29/05

Approved as to form:

[Signature]
Attorney for Charlotte County MB
Janette S. Knowlton
LR #05-43

ATTEST:
Barbara T. Scott, Clerk of Circuit
Court and Ex-Officio Clerk to the
Board of County Commissioners

By: [Signature]
Deputy Clerk

STATE OF FLORIDA
COUNTY OF CHARLOTTE

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgements, personally appeared, Sara J. Devos, to me known to be the person described in and who executed the foregoing instrument on behalf of the Charlotte County, and _____, acknowledged before me that _____, executed same as a free act and deed for the uses and purposes therein stated.

WITNESS my hand and official seal in the County and State last aforesaid this 29th day of September, 2005.

[Signature]
Notary Public, My
Commission Expires: _____
NOTARY PUBLIC-STATE OF FLORIDA
Stacey K. Miller
Commission # DD448505
Expires: JULY 07, 2009
Bonded Thru Atlantic Bonding Co., Inc.

DESOTO COUNTY

WITNESS:

Graig M. Cottey
Anna Holt

By: Ronald P Neads

Date: September 13, 2005

Approved as to form:

Wesley L. Brant
Attorney for DeSoto County

STATE OF FLORIDA
COUNTY OF DESOTO

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgements, personally appeared, RONALD P. NEADS, to me known to be the person described in and who executed the foregoing instrument on behalf of the DeSoto County, and RONALD P. NEADS, acknowledged before me that RONALD P. NEADS, executed same as a free act and deed for the uses and purposes therein stated.

WITNESS my hand and official seal in the County and State last aforesaid this 14th day of September, 2005.

Carol Treadwell

Notary Public, My
Commission
Expires:



Peace River/Manasota Regional Water Supply Authority Master Water Supply Contract

MANATEE COUNTY

WITNESS:

By: *Tom Gutman*

Date: 9/20/05



Approved as to form:
Not applicable
Attorney for Manatee County

ATTEST: R. B. SHORE
Clerk of the Circuit Court

By: *R. B. Shore*

STATE OF FLORIDA
COUNTY OF MANATEE

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgements, personally appeared, _____, to me known to be the person described in and who executed the foregoing instrument on behalf of the Manatee County, and _____, acknowledged before me that _____, executed same as a free act and deed for the uses and purposes therein stated.

WITNESS my hand and official seal in the County and State last aforesaid this ____ day of _____, 2005.

Notary Public, My
Commission
Expires:

SARASOTA COUNTY

WITNESS:

Kathleen Schneider
Tricia Cray

By: Paul H. Mercier

Date: SEPT 28, 2005



Approved as to form:

[Signature]
Attorney for Sarasota County

STATE OF FLORIDA
COUNTY OF SARASOTA

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgements, personally appeared, PAUL H. MERCIER, to me known to be the person described in and who executed the foregoing instrument on behalf of the Sarasota County, and _____, acknowledged before me that HE, executed same as a free act and deed for the uses and purposes therein stated.

WITNESS my hand and official seal in the County and State last aforesaid this 28th day of SEPTEMBER, 2005.

Jean W Owens

Notary Public, My
Commission
Expires:

NOTARY PUBLIC
STATE OF FLORIDA
Jean W Owens
My Commission DD220275
Expires June 05, 2007

CITY OF NORTH PORT

Richard A. Lockhart, Commission Chair

WITNESS:

[Signature]
Cynthia Mick

By: *[Signature]*

Date: *October 4, 2005*

Approved as to form:

Robert K. Pol
Attorney for City of North Port



STATE OF FLORIDA
COUNTY OF SARASOTA

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgements, personally appeared, *Commissioner Richard A. Lockhart*, to me known to be the person described in and who executed the foregoing instrument on behalf of the City of North Port, and *Commissioner Richard A. Lockhart* acknowledged before me that *Commissioner Richard A. Lockhart* executed same as a free act and deed for the uses and purposes therein stated.

WITNESS my hand and official seal in the County and State last aforesaid this *4th* day of *October*, 2005.

Patsy C. Adkins
Notary Public, My

Commission
Expires: *October 15, 2007*



PR Contract Exhibits

FL#2005012976 B 570 P1054
REC NO. 07528506341

- A DESOTO PAYMENT
- B WATER ALLOCATION
- C NEW WATER SUPPLY DEMANDS
- D REGIONAL TRANSMISSION SYSTEM DELIVERY POINTS
- E REGIONAL TRANSMISSION SYSTEM HYDRAULIC CAPACITY ENTITLEMENT
- F COST ALLOCATION PERCENTAGES
- G REGIONAL EXPANSION PROGRAM
- H WATER ALLOCATION BY PROJECT
- I DESOTO EXISTING WATER SOURCES TO REMAIN AFTER DESIGNATION OF THE AUTHORITY AS EXCLUSIVE PROVIDER
- J PEACE RIVER REGIONAL WATER TREATMENT FACILITY – ANNUAL CAPITAL COMPONENT CHARGE REDEMPTION PROVISION

EXHIBIT "A"

FL#2005012976 B 570 P1055
REC NO. 07528506341

DeSoto Payment Schedule

DeSoto Payment (Annual Assessment)					
Contract Fiscal Year	Charlotte County	DeSoto County	Sarasota County	City of North Port	Total
FY05	\$368,564	\$15,889	\$101,111	\$34,436	\$520,000
FY06	\$368,564	\$15,889	\$101,111	\$34,436	\$520,000
FY07	\$368,564	\$15,889	\$101,111	\$34,436	\$520,000
FY08	\$368,564	\$15,889	\$101,111	\$34,436	\$520,000
FY09	\$361,403	\$15,424	\$177,073	\$44,346	\$598,247
FY10	\$363,140	\$15,341	\$244,396	\$53,586	\$676,463
FY11	\$369,266	\$15,482	\$303,326	\$61,927	\$750,000
FY12	\$369,266	\$15,482	\$303,326	\$61,927	\$750,000
FY13	\$369,266	\$15,482	\$303,326	\$61,927	\$750,000
FY14	\$369,266	\$15,482	\$303,326	\$61,927	\$750,000
Remaining Years	\$369,266	\$15,482	\$303,326	\$61,927	\$750,000

EXHIBIT "B"

FL#2005012976 B 570 P1056
REC NO. 07528506341

Water Allocation

Annual Average Daily (MGD)					
Contract Fiscal Year	Charlotte County	DeSoto County	Sarasota County	City of North Port	Total
FY05	12.525	0.535	3.048	1.192	17.300
FY06	12.758	0.550	3.500	1.192	18.000
FY07	12.758	0.550	3.500	1.192	18.000
FY08	12.758	0.550	3.500	1.192	18.000
FY09	13.895	0.593	6.808	1.705	23.001
FY10	15.031	0.635	10.116	2.218	28.000
FY11	16.100	0.675	13.225	2.700	32.700
FY12	16.100	0.675	13.225	2.700	32.700
FY13	16.100	0.675	13.225	2.700	32.700
FY14	16.100	0.675	13.225	2.700	32.700
Remaining Years	16.100	0.675	13.225	2.700	32.700

Peak Monthly Average Day (MGD)					
Contract Fiscal Year	Charlotte County	DeSoto County	Sarasota County	City of North Port	Total
FY05	15.030	0.642	3.658	3.146	22.476
FY06	15.310	0.660	4.200	3.146	23.316
FY07	15.310	0.660	4.200	3.146	23.316
FY08	15.310	0.660	4.200	3.146	23.316
FY09	16.187	0.690	7.931	3.146	27.954
FY10	17.512	0.740	11.785	3.146	33.183
FY11	18.757	0.786	15.407	3.146	38.096
FY12	18.757	0.786	15.407	3.146	38.096
FY13	18.757	0.786	15.407	3.146	38.096
FY14	18.757	0.786	15.407	3.146	38.096
Remaining Years	18.757	0.786	15.407	3.146	38.096

Maximum Day (MGD)					
Contract Fiscal Year	Charlotte County	DeSoto County	Sarasota County	City of North Port	Total
FY05	17.535	0.749	4.267	3.780	26.331
FY06	17.861	0.770	4.900	3.780	27.311
FY07	17.861	0.770	4.900	3.780	27.311
FY08	17.861	0.770	4.900	3.780	27.311
FY09	19.453	0.830	9.531	3.780	33.594
FY10	21.043	0.889	14.162	3.780	39.874
FY11	22.540	0.945	18.515	3.780	45.780
FY12	22.540	0.945	18.515	3.780	45.780
FY13	22.540	0.945	18.515	3.780	45.780
FY14	22.540	0.945	18.515	3.780	45.780
Remaining Years	22.540	0.945	18.515	3.780	45.780

Annual Average Day, Peak Monthly Average Day, Maximum Day are expressed in million gallons per day (MGD).

EXHIBIT "C"
New Water Supply Demands

Annual Average Day (MGD)					
Fiscal Year	Charlotte Co.	DeSoto Co.	Sarasota Co.	North Port	Total
FY05	0.000	0.000	0.000	0.000	0.000
FY06	0.000	0.153	0.000	0.808	0.961
FY07	0.000	0.578	0.000	1.558	2.136
FY08	0.000	1.200	0.000	2.308	3.508
FY09	0.000	2.080	0.000	2.065	4.145
FY10	0.000	3.114	0.000	2.082	5.196
FY11	1.658	3.429	0.000	2.200	7.287
FY12	1.658	3.785	0.000	2.700	8.143
FY13	1.658	4.140	3.000	3.200	11.998

Peak Monthly Average Day (MGD)					
Fiscal Year	Charlotte Co.	DeSoto Co.	Sarasota Co.	North Port	Total
FY05	0.000	0.000	0.000	0.000	0.000
FY06	0.000	0.184	0.000	1.547	1.731
FY07	0.000	0.694	0.000	2.731	3.425
FY08	0.000	1.440	0.000	3.714	5.154
FY09	0.000	2.496	0.000	4.740	7.236
FY10	0.000	3.737	0.000	5.255	8.992
FY11	0.000	4.115	0.000	5.825	9.940
FY12	1.990	4.542	0.000	6.229	12.761
FY13	1.990	4.968	3.600	6.599	17.157

Maximum Day (MGD)					
Fiscal Year	Charlotte Co.	DeSoto Co.	Sarasota Co.	North Port	Total
FY05	0.000	0.000	0.000	0.000	0.000
FY06	0.000	0.214	0.000	2.460	2.674
FY07	0.000	0.809	0.000	4.010	4.819
FY08	0.000	1.680	0.000	5.285	6.965
FY09	0.000	2.912	0.000	6.606	9.518
FY10	0.000	4.360	0.000	7.245	11.605
FY11	0.000	4.801	0.000	7.950	12.751
FY12	2.321	5.299	0.000	8.430	16.050
FY13	2.321	5.796	4.200	8.860	21.177

Annual Average Day, Peak Month Average Day, Peak Day are expressed in million gallons per day (MGD)

EXHIBIT "D"

FL#2005012976 B 570 P1059
REC NO: 07528506341

**Regional Transmission System
Delivery Points**

	Delivery Points	Pressure (5)
36-Inch/12-Inch RTS (1)	<u>Charlotte County:</u> <ul style="list-style-type: none"> • Harbor Boulevard @ Bachman • Kings Highway @ DeSoto/Charlotte County Line <u>DeSoto County:</u> <ul style="list-style-type: none"> • Pem Brook Pines • Kings Highway @ Lake Suzy Utilities City of North Port: <ul style="list-style-type: none"> • Raintree @ Serris Drive 	65 psi
42-Inch RTS (2)	<u>Sarasota County:</u> <ul style="list-style-type: none"> • T. Mabry Carlton: Jr. WTP 	20 psi
24-Inch Kings Highway RTS (3)	<u>Charlotte County:</u> <ul style="list-style-type: none"> • Kings Highway @ Kingsway Circle <u>DeSoto County:</u> <ul style="list-style-type: none"> • Kings Highway @ Riverside RV Park • Kings Highway @ Peace River Street* • Kings Highway @ adjacent to Lake Suzy* 	65 psi
20-Inch DeSoto Regional Pipeline (4)	<u>DeSoto County:</u> <ul style="list-style-type: none"> • 8 delivery points along the transmission line as identified in the contract* 	65 psi

- (1) The 36-Inch/12-Inch RTS consists of approximately 7 miles of 36-inch pipeline starting at the Peace River Water Treatment Facility and ending south of the Charlotte/Sarasota County border; and 12-inch pipeline extending from the 36-inch pipeline at the DeSoto/Sarasota County border south to Kings Highway and ending at the DeSoto/Charlotte County line.
- (2) The 42-inch RTS consists of approximately 23 miles of 42-inch pipeline starting at the Peace River Water Treatment Facility and ending at the T. Mabry Carlton Jr. Water Treatment Plant in Sarasota County.
- (3) The 24-inch Kings Highway RTS consists of approximately 5 miles of 24-inch pipeline starting at the Peace River Water Treatment Facility and paralleling Kings Highway ending at the DeSoto/Charlotte County line. See contract entitled: Kings Highway

Segment Regional Transmission System Pipeline Agreement between The Peace River/Manasota Regional Water Supply Authority and Charlotte County dated October 27, 1998.

- (4) The 20-Inch DeSoto Regional Pipeline. See contract entitled: DeSoto County Regional Pipeline Extension Amended Pipeline Agreement dated June 21, 2004.
- (5) Water pressure at delivery points at a quantity no greater than the average annual daily rate as designated on Exhibit "B" or as specifically designated by the Authority for a delivery point.
- * Future Delivery Points already in planning, design or construction.

EXHIBIT "E"

**Regional Transmission System
 Hydraulic Capacity Entitlement**

	Charlotte County	DeSoto County	Sarasota County	City of North Port
36-Inch/12-Inch RTS (1)	89.65%	0.42%	0.000	9.93%
42-Inch RTS (2)	0.000	0.000	100%	0.000
24-Inch Kings Highway RTS (3)	80%	20%	0.000	0.000
20-Inch DeSoto(4)	0.000	3.1 MGD	0.000	0.000

- (1) The 36-Inch 12-Inch RTS consists of approximately 7 miles of 36-inch pipeline starting at the Peace River Water Treatment Facility and ending south of the Charlotte/Sarasota County border; and 12-inch pipeline extending from the 36-inch pipeline at the DeSoto/Sarasota County border south to Kings Highway and ending at the DeSoto/Charlotte County line.
- (2) The 42-inch RTS consists of approximately 23 miles of 42-inch pipeline starting at the Peace River Water Treatment Facility and ending at the T. Mabry Carlton Jr. Water Treatment Plant in Sarasota County.
- (3) The 24-inch Kings Highway RTS consists of approximately 5 miles of 24-inch pipeline starting at the Peace River Water Treatment Facility and paralleling Kings Highway ending at the DeSoto/Charlotte County line. See contract entitled: Kings Highway Segment Regional Transmission System Pipeline Agreement between The Peace River/Manasota Regional Water Supply Authority and Charlotte County dated October 27, 1998.
- (4) The 20-Inch DeSoto Regional Pipeline. See contract entitled: DeSoto County Regional Pipeline Extension Amended Pipeline Agreement dated June 21, 2004.

Current pipelines are more than adequate to transport Charlotte's 16.1 MGD to its water system.

EXHIBIT "F"

COST ALLOCATION PERCENTAGES

	<u>Charlotte</u>	<u>DeSoto</u>	<u>Sarasota</u>	<u>North Port</u>
Peace River Regional Water Treatment Facility (1991 Facility) Cost Allocation	89.65%	0.42%	0.00%	9.93%
PRO Cost Allocation	33.33%	8.33%	58.34%	0.00%
REP Cost Allocation*	27.21%	0.81%	61.72%	10.26%

* The REP cost allocation percentages were applied to the total oversized facilities payment to Charlotte for the REP; however, Charlotte paid in advance for its portion so that payment by the remaining participating Customers is made pursuant to the cost allocation percentages in Section 18.2, as follows: Sarasota paying 85.62%, North Port paying 13.28% and DeSoto paying 1.1%.

EXHIBIT "G"

Regional Expansion Program Proposed Project Plan

FL#2005012976 B 570 P:063
REC NO. 07528506341

Authority Water Supply Facilities Overview

The Authority Water Supply Facilities, located in DeSoto County, provide public drinking water to residents of Charlotte, DeSoto and Sarasota counties. The facilities allow for the use of surface water to alleviate further stress on groundwater supplies and resultant degradation in the Southern Water Use Caution Area ("SWUCA").

The Regional Expansion Program ("REP") is to build out the Authority Water Supply Facilities to its existing water use permit ("WUP") capacity and intended to meet water demand in the Authority's system service area, as detailed in Figure A, attached. The issuance of the WUP in 1996 provides for expansion of the Authority Water Supply Facilities to meet an anticipated demand of 32.7 million gallons per day ("MGD") by the year 2016. The permit includes future water quantities to meet the needs of Charlotte, DeSoto and Sarasota counties and the City of North Port.

The Authority Water Supply Facilities have a current delivery capacity to supply 18 MGD of water and is located next to the Peace River in southwest DeSoto County. The Authority Water Supply Facilities utilizes the Peace River as a primary source and integrates the use of an off-stream reservoir for raw water storage and aquifer storage and recovery (ASR) wellfield for treated water storage. The reservoir and ASR wellfield are used for source supply when river flow is below minimum limits for withdrawal or when river water quality is poor.

PROJECT Description

The existing water treatment plant capacity is 24 MGD to provide for ASR recharge capacity. The treatment process provides for color removal of surface water including alum coagulation, filtration and disinfection. Build out of the facility to meet projected water demands projected within the WUP of 32.7 MGD by 2016 is proposed by the Authority's Regional Expansion Program. The Southwest Florida Water Management District ("SWFWMD") issued a WUP to the Authority in 1996 that allows for withdrawal from the Peace River to meet a demand of 32.7 MGD. The term of the permit is for 20 years through 2016.

The source of raw water for the Authority Water Supply Facilities is the Peace River. Under the SWFWMD's WUP issued to the AUTHORITY, the AUTHORITY can divert up to 10 percent of the Peace River flow to the Authority Water Supply Facilities when flow exceeds 130 cubic feet per second (cfs). During periods of high flows from the Peace River, raw water is stored in an off-stream reservoir and any water after treatment in excess of customers' demand is stored in the ASR wellfield which consists of 21 ASR wells. When the conditions of the Peace River are such that the ability to withdraw from the river is partially or completely eliminated, the off-stream reservoir and ASR wellfield are utilized to meet the water supply demands of the Authority's customers.

The Authority's Regional Expansion Program will provide expanded facilities to provide the ability to deliver the total allocation of 32.7 MGD to the Authority's customers. The PROJECT includes expanding the raw water reservoir capacity with a second new off-stream reservoir with a capacity of 6 billion gallons, increasing the water treatment plant capacity by 24 MGD and extension of the regional transmission system to serve areas of DeSoto County.

Regional Reservoir Expansion

The existing off-stream reservoir capacity is approximately 0.6 billion gallons for the purpose of storing raw water withdrawn from the Peace River. The reservoir is used for raw water supply to the Authority Water Supply Facilities when river flow is below minimum limits for withdrawal or when river water quality is poor. The proposed Regional Reservoir Expansion is to provide approximately 6 billion gallons of additional storage, resulting in a total reservoir storage capacity of approximately 6.6 billion gallons. This storage volume is required to provide a sustainable supply to meet the Authority's customers' demand during dry periods when withdrawal from the Peace River is limited in order to maintain minimum flow to the downstream estuary and Charlotte Harbor.

The new reservoir will be an above-ground basin formed by an engineered earthen embankment approximately 30 feet above existing ground surface. The embankment will consist of compacted fill with a geosynthetic membrane and an impervious, water retaining zone within the embankment. A soil-bentonite slurry wall will be installed extending from the geosynthetic membrane zone to the underlying clay layer to cut off underseepage beneath the embankment. In addition, an internal chimney drain will be installed to intercept potential seepage through the embankment. A perimeter seepage collection ditch will be constructed at the downstream toe of the embankment to collect and convey seepage. Access to the reservoir will be limited for security reasons.

Mitigation for the reservoir impacts is planned through restoration of the RV Griffin Reserve. This reservoir is the largest surface area that can reasonably be built on the site without the need for off-site mitigation of on-site wetland impacts

New piping to pump up to 90 MGD of raw water from the river to the reservoir and piping to transfer water from the new reservoir to the exiting reservoir is also included in the project. The PROJECT includes design, permitting and construction of the reservoir expansion, including raw water piping improvement to improve the ability to divert raw water from the Peace River to the Reservoir.

The reservoir expansion will be located on AUTHORITY property and the RV Griffin Reserve owned by the SWFWMD. The land use plan presented in "A Plan for the Use and Management of the RV Griffin Reserve" (SWFWMD, November 1996) provides a conceptual siting of a reservoir expansion.

Peace River Water Treatment Plant Treatment Capacity Expansion

The current water treatment plant treatment capacity is 24 MGD. The proposed expansion is anticipated to provide an additional 24 MGD of treatment capacity and result in a total capacity of 48 MGD. The facility expansion is to include raw water pumping (river and reservoir), powder

activated carbon (PAC) contact basins, rapid mix, flocculation and sedimentation basins, filters, chlorine contact basins, chemical feed systems, above ground storage tanks, high service pumping, backwash recovery basins, residual thickening and mechanical dewatering system, instrumentation and controls. The additional treatment components will be incorporated into the existing treatment scheme and supervisory control and data acquisition (SCADA) system. The expansion also includes the construction of an operations center.

Improvements to the river raw water pump station will include the addition of new river pumps to increase the installed diversion pumping capacity to 90 MGD, consistent with the maximum day withdrawal allowed by the Authority's WUP, and construction of a second 48-inch raw water pipeline from the river pumping station to the reservoir site.

New pumps will be added to the existing reservoir pumping station to increase the reservoir pumping capacity to a firm capacity of 54 MGD of raw water from the reservoir to the treatment plant. A new 30-inch pipeline from the reservoir pump station to the treatment plant is also planned to accommodate the increased capacity of the reservoir pumping station.

DeSoto County Regional Transmission System Extension

The DeSoto County Regional Transmission System (RTS) extension will provide transmission of potable water from the Authority Water Supply Facilities to extended areas of DeSoto County. The RTS extension consists of approximately 5 miles of 20-inch diameter pipeline from the Peace River Facility to an end point at U.S. 17 and Enterprise Drive where it connects to the DeSoto County utility system. The pipeline route is adjacent to County Road 761 and U.S. 17 and is entirely within DeSoto County.

The RTS is sized beyond DeSoto's need to provide the capacity for potential future expansion of the Authority Water Supply Facilities to locations beyond DeSoto County and future interconnection with other neighboring utilities within DeSoto and Charlotte counties. Further interconnection of utility systems would enhance regional supply management and provide the opportunity to rotate and rest sources of supply.

Schedule

The anticipated schedule is provided in Table 1.

**Table 1
 Authority Water Supply Facilities Expansion
 Project Schedule**

	Regional Reservoir Expansion	Water Treatment Plant Expansion	DeSoto County RTS Extension
Consultant Selection	Completed	Completed	Completed
Expansion Analysis	Completed	Completed	Completed
'Water Quality Master Plan Update'	N/A	Completed	N/A
'Basis of Design Report'	September 2005	September 2005	Completed
Permitting	September 2006	September 2006	Completed
Detailed Plans and Specifications	September 2006	September 2006	Completed
Bidding	November 2006	November 2006	Completed
Award Construction Contract	December 2006	December 2006	Completed
Project Substantial Completion*	October 2008	October 2008	September 2005
Final Completion of Construction	March 2009	March 2009	September 2005

*Project Substantial Completion is the beneficial use of the facilities to produce and deliver water.

Costs

The summary of probable costs (2005 dollars) is provided in Table 2.

Table 2
Authority Water Supply Facilities Expansion
Summary of Probable Costs

Activity	Total Project Cost
Regional Reservoir Expansion	\$49,000,000
Water Treatment Plant Expansion	\$70,768,000
DeSoto County RTS Extension	<u>\$3,632,000</u>
TOTAL REP COST	\$123,400,000

The probable costs shown are hard costs for engineering services and construction. The costs do not include Authority administrative costs or cost of bond issuance.

EXHIBIT "H"

Water Allocation by Project

	Charlotte	DeSoto	Sarasota	North Port
Peace River Regional Water Supply Facility (1991 Facility)	10.758	0.050	0.000	1.192
PRO Water Allocation	2.000	0.500	3.500	0.000
REP Water Allocation	3.342	0.125	9.725	1.508

EXHIBIT "I"

**DeSoto Existing Water Sources to Remain After Designation
of the Authority as Exclusive Provider**

- 1) Sources associated with that certain Interlocal Bulk Water and Wastewater Supply Agreement Between the City of Arcadia and DeSoto County dated January 30, 2001.
- 2) The Reverse Osmosis Facility at DeSoto Correctional Institute.
- 3) The Reverse Osmosis Facility at the G. Perce Wood Memorial Hospital Facility.

EXHIBIT "J"

FL#200501297& B. 570 P1070
REC NO. 07528506341

**Peace River Regional Water Treatment Facility – Annual Capital
Component Charge Redemption Provision**

Annual Capital Component Charge After REP Oversized Capacity Payment made to Charlotte County of \$3,287,098.00	\$1,971,557.00
Monthly Capital Component Charge payable To Charlotte County beginning January 1, 2006 Through and including October 1, 2021	\$ 164,296.42
Level Debt Service Factor based on Allocable Amount of Bond Issue related to Peace River Facility	7.491893%
Redemption value of Capital Component Charge Assuming a Series 2005 bond closing of December 14, 2005 and a Level Debt Service Factor of 7.491893% (Illustrative purposed only)	\$18,299,274.17

Redemption of Annual Capital Component Charge

Upon mutual agreement between the Authority and Charlotte, the remaining Annual Capital Component Charges of \$1,971,557.00 can be redeemed on any date at the following redemption price:

The sum of the present values of the remaining scheduled Annual Capital Component Charges on a monthly basis (\$164,296.42) discounted to the date of redemption on a monthly basis (assuming a 360 day year consisting of twelve 30-day months) at the Capital Component Charge for Peace River Regional Water Treatment Facility – level debt service factor based on allocable amount of 7.491893%.



2008079467

FIRST AMENDMENT TO PEACE RIVER/MANASOTA REGIONAL WATER SUPPLY AUTHORITY MASTER WATER SUPPLY CONTRACT

THIS FIRST AMENDMENT TO PEACE RIVER/MANASOTA REGIONAL WATER SUPPLY AUTHORITY MASTER WATER SUPPLY CONTRACT (this "Amendment") is made and entered into as of the 4th day of JUNE, 2008, by and between the PEACE RIVER/MANASOTA REGIONAL WATER SUPPLY AUTHORITY, a regional water supply authority created and existing pursuant to Sections 373.196, 373.1962 and 163.01, Florida Statutes, and other applicable law, acting by and through its Board of Directors, the governing board thereof ("Authority"); MANATEE COUNTY, a political subdivision of the State of Florida, acting by and through its Board of County Commissioners, the governing board thereof ("Manatee"); CHARLOTTE COUNTY, a political subdivision of the State of Florida, acting by and through its Board of County Commissioners, the governing board thereof ("Charlotte"); DeSOTO COUNTY, a political subdivision of the State of Florida, acting through its Board of County Commissioners, the governing board thereof ("DeSoto"); SARASOTA COUNTY, a political subdivision of the State of Florida, acting by and through its Board of County Commissioners, the governing board thereof ("Sarasota"); and the CITY OF NORTH PORT, a municipal corporation of the State of Florida, acting by and through its Board of City Commissioners, the governing board thereof ("North Port") (collectively "Customers").

Peace River Manasota 2 Indices
0311 Autumn Dr. Suite 100
Bradenton, FL 34202



BARBARA T. SCOTT, CLERK, CHARLOTTE COUNTY
OR BOOK 3297, PGS 2011-2019 9 pg(s)
INSTR # 1770282
Doc Type AGR, Recorded 06/09/2008 at 09:51 AM
Rec. Fee: \$78.00
Cashiered By: TRICIAHJ Doc. #:1

WITNESSETH:

RECORDED IN OFFICIAL RECORDS
INSTRUMENT # 2008079467 9 PGS
2008 JUN 10 09:29 AM
KAREN E. RUSHING
CLERK OF THE CIRCUIT COURT
SARASOTA COUNTY, FLORIDA
DCOURSEY Receipt#1056553

WHEREAS, the Authority and Customers entered into the Peace River/Manasota Regional Water Supply Authority Master Water Supply Contract effective October 5, 2005 (the "Agreement"); and

WHEREAS, pursuant to the Agreement, each Customer submitted to the Authority a report which identified its projections for Authority Supplied Water, each Customer identified that quantity of water it shall purchase from the Authority in the designated Contract Year. For the initial time period through Contract Year 2013, the New Water Supply Demands in Exhibit "C" was the water each Customer irrevocably committed to purchase from the Authority, and the Authority agreed to supply such water; and

OR BOOK 02264 PAGES 3341 - 3349
MANATEE COUNTY CLERK COURT
9 PAGES(S)
RECORDED; 6/24/2008 8:34:40 AM

Inst: 200814005913 Date: 6/18/2008 Time: 2:50 PM
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DC, Mitzie McGavie, Desoto County Page 1 of 9



WHEREAS, at the time Customers submitted their New Water Supply Demands to the Authority in 2005, Customers were experiencing rapid population growth and intense development; and

WHEREAS, the Customers have since submitted their New Water Supply Demands to the Authority in 2008, the rapid population growth and intense development previously experienced by the Customers has declined; and

WHEREAS, the Agreement may only be amended by a writing duly executed by the Authority, Manatee, Charlotte, DeSoto, Sarasota and North Port and pursuant to the terms and conditions of the Agreement.

NOW, THEREFORE, in consideration of the foregoing recitals, Authority and the Customers hereby agree as follows:

1. **Incorporation of Recitals.** The foregoing recitals are true and correct and are incorporated herein by reference.

2. **Amendments.**

2.1 Exhibit "C" of the Agreement, entitled "New Water Supply Demands" is hereby deleted in its entirety and replaced with the amended Exhibit "C" attached to this amendment.

3. **Ratification.** The terms and conditions of the Agreement, as amended by this Amendment, are hereby ratified and confirmed by the parties.

IN WITNESS WHEREOF, the Authority, Manatee, Charlotte, DeSoto, Sarasota, and North Port have caused this Amendment to be executed effective as of the date first above written.

IN WITNESS WHEREOF, have executed this Contract on the day, month and year first above written.

PEACE RIVER MANASOTA REGIONAL
WATER SUPPLY AUTHORITY

WITNESS:

Linda Stewart

Edward Yates

Approved as to form:

Edward Yates

Attorney for Peace River Manasota Regional
Water Supply Authority

By: Shannon Staub
Shannon Staub, Chairman

Date: 6-4-08




STATE OF FLORIDA
COUNTY OF MANATEE

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgements, personally appeared, Shannon Staub, to me known to be the person described in and who executed the foregoing instrument on behalf of the Peace River Manasota Regional Water Supply Authority and Shannon Staub, acknowledged before me that Shannon Staub, executed same as a free act and deed for the uses and purposes therein stated.

WITNESS my hand and official seal in the County and State last aforesaid this 4th
day of June, 2008

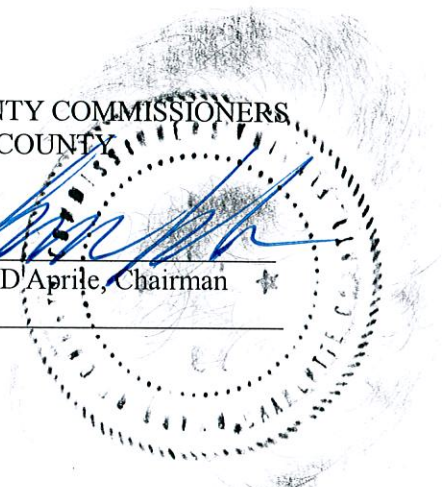
Edward Yates
Notary Public, My
Commission

Expires:  EDWARD YATES
Commission DD 760115
Expires March 17, 2012
Bonded Thru Troy Fain Insurance 800-385-7019

BOARD OF COUNTY COMMISSIONERS
OF CHARLOTTE COUNTY

By [Signature]
Thomas C. D'Aprile, Chairman *

Date: _____



ATTEST:
Barbara T. Scott, Clerk of Circuit
Court and Ex-Officio Clerk to the
Board of County Commissioners

By: Anne L. Bahler
5-13-08 Deputy Clerk AGR 2005-048

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

[Signature]
Janette S. Knowlton, County Attorney MB
LR #08-43

STATE OF FLORIDA
COUNTY OF CHARLOTTE

I HEREBY CERTIFY that on this day, before, me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgements, personally appeared, Tom D'Aprile, to me known to be the person described in and who executed the foregoing instrument on behalf of Charlotte County, and _____ acknowledged before me that TOM D'APRILE, executed same as a free act and deed for the uses and purposes therein stated.

WITNESS my hand and official seal in the County and State last aforesaid this 14th day of May, 2008.

[Signature]

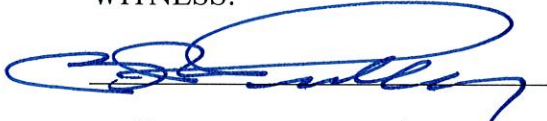
Notary Public
My Commission Expires:

NOTARY PUBLIC-STATE OF FLORIDA
Bonnie S. Stoner
Commission # DD447969
Expires: JULY 06, 2009
Bonded Thru Atlantic Bonding Co., Inc.

MAY 27 2008

DESOTO COUNTY
BOARD OF COUNTY COMMISSIONERS

WITNESS:


Carol Freadwell

By: T. Felton Garner

Date: May 16, 2008


Approved as to form:


Attorney for DeSoto County

STATE OF FLORIDA
COUNTY OF FLORIDA

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgements, personally appeared, T. Felton Garner, to me known to be the person described in and who executed the foregoing instrument on behalf of DeSoto County, and _____ acknowledged before me that _____, executed same as a free act and deed for the uses and purposes therein stated.

WITNESS my hand and official seal in the County and State last aforesaid this 16th day of May, 2008.


Notary Public, My
Commission
Expires:

BETTY PHILLIPS
Notary Public, State of Florida
My comm. expires Dec. 18, 2011
Comm. No. DD741978

MANATEE COUNTY
BOARD OF COUNTY COMMISSIONERS

WITNESS:

By: [Signature]

Date: 4/22/08

Approved as to form:

Attorney for Manatee County

ATTEST: R. B. SHORE
CLERK OF CIRCUIT COURT
BY: [Signature]
SHERIFF-CLERK DEPUTY CLERK



STATE OF FLORIDA
COUNTY OF MANATEE

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgements, personally appeared, _____, to me known to be the person described in and who executed the foregoing instrument on behalf of Manatee County, and _____ acknowledged before me that _____, executed same as a free act and deed for the uses and purposes therein stated.

WITNESS my hand and official seal in the County and State last aforesaid this _____ day of _____, 2008

Notary Public, My
Commission
Expires:

SARASOTA COUNTY
BOARD OF COUNTY COMMISSIONERS

WITNESS:

Deborah Shaffer
Paula J. Winston

By: Shannon Staul

Date: 5/28/2008

Approved as to form:

Step Sner
Attorney for Sarasota County *KS*

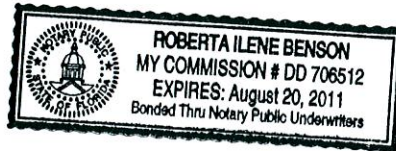
STATE OF FLORIDA
COUNTY OF SARASOTA

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgements, personally appeared, Shannon Staul, to me known to be the person described in and who executed the foregoing instrument on behalf of Sarasota County, and _____ acknowledged before me that _____, executed same as a free act and deed for the uses and purposes therein stated.

WITNESS my hand and official seal in the County and State last aforesaid this 28th day of May, 2008

Roberta Ilene Benson

Notary Public, My
Commission
Expires:



CITY OF NORTH PORT

WITNESS:

Iida Strong

Susan Hale

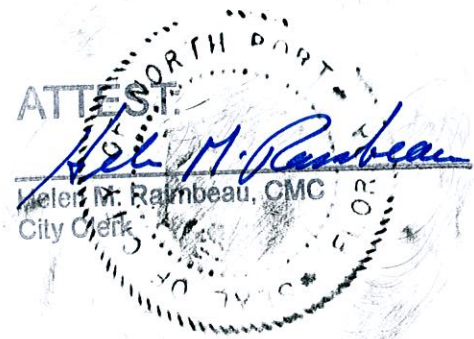
By: [Signature]

Date: April 28, 2008

Approved as to form:

Robert K. Tol

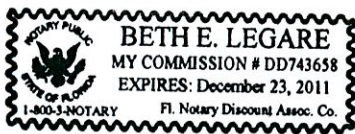
Attorney for City of North Port



STATE OF FLORIDA
COUNTY OF SARASOTA

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgements, personally appeared, FRED E. TOWER, III, to me known to be the person described in and who executed the foregoing instrument on behalf of the City of North Port, and _____ acknowledged before me that _____, executed same as a free act and deed for the uses and purposes therein stated.

WITNESS my hand and official seal in the County and State last aforesaid this 5th day of May, 2008



Beth E. Legare
Notary Public, My
Commission
Expires:

EXHIBIT "C"
New Water Supply Demands

Annual Average Daily Quantity (MGD)						
Fiscal Year	Charlotte County	DeSoto County	Manatee County	Sarasota County	City of North Port	Total
FY08	0.000	0.000	0.000	0.000	0.250	0.250
FY09	0.000	0.000	0.000	0.000	0.250	0.250
FY10	0.000	0.032	0.000	0.000	0.250	0.282
FY11	0.000	0.123	0.000	0.000	0.250	0.373
FY12	0.000	0.279	0.000	0.000	0.250	0.529
FY13	0.000	0.409	0.000	0.000	0.400	0.809
FY14	1.658	0.539	0.000	0.000	0.500	2.697
FY15	1.658	0.763	0.000	0.000	0.500	2.921

Peak Month Average Daily Quantity (MGD)						
Fiscal Year	Charlotte County	DeSoto County	Manatee County	Sarasota County	City of North Port	Total
FY08	0.000	0.000	0.000	0.000	0.400	0.400
FY09	0.000	0.000	0.000	0.000	0.400	0.400
FY10	0.000	0.038	0.000	0.000	0.400	0.438
FY11	0.000	0.148	0.000	0.000	0.400	0.548
FY12	0.000	0.335	0.000	0.000	0.400	0.735
FY13	0.000	0.491	0.000	0.000	0.600	1.091
FY14	1.990	0.647	0.000	0.000	1.000	3.637
FY15	1.990	0.916	0.000	0.000	1.000	3.906

Maximum Daily Quantity (MGD)						
Fiscal Year	Charlotte County	DeSoto County	Manatee County	Sarasota County	City of North Port	Total
FY08	0.000	0.000	0.000	0.000	0.500	0.500
FY09	0.000	0.000	0.000	0.000	0.500	0.500
FY10	0.000	0.045	0.000	0.000	0.500	0.545
FY11	0.000	0.172	0.000	0.000	0.500	0.672
FY12	0.000	0.391	0.000	0.000	0.500	0.891
FY13	0.000	0.573	0.000	0.000	1.000	1.573
FY14	2.321	0.755	0.000	0.000	1.500	4.576
FY15	2.321	1.068	0.000	0.000	1.500	4.889

Annual Average Day, Peak Month Average Day and Maximum Day are expressed in million gallons per day (MGD).

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EXHIBIT "C"
New Water Supply Demands
 (approved April 1, 2009)



Annual Average Daily Quantity (MGD)						
Fiscal Year	Charlotte County	DeSoto County	Manatee County	Sarasota County	City of North Port	Total
FY09	0.000	0.000	0.000	0.000	0.250	0.250
FY10	0.000	0.032	0.000	0.000	0.250	0.282
FY11	0.000	0.123	0.000	0.000	0.250	0.373
FY12	0.000	0.279	0.000	0.000	0.250	0.529
FY13	0.000	0.409	0.000	0.000	0.400	0.809
FY14	1.658	0.539	0.000	0.000	0.500	2.697
FY15	1.658	0.763	0.000	0.000	0.500	2.921
FY16	1.658	0.763	0.000	0.000	0.500	2.921

Peak Month Average Daily Quantity (MGD)						
Fiscal Year	Charlotte County	DeSoto County	Manatee County	Sarasota County	City of North Port	Total
FY09	0.000	0.000	0.000	0.000	0.400	0.400
FY10	0.000	0.038	0.000	0.000	0.400	0.438
FY11	0.000	0.148	0.000	0.000	0.400	0.548
FY12	0.000	0.335	0.000	0.000	0.400	0.735
FY13	0.000	0.491	0.000	0.000	0.600	1.091
FY14	1.990	0.647	0.000	0.000	1.000	3.637
FY15	1.990	0.916	0.000	0.000	1.000	3.906
FY16	1.990	0.916	0.000	0.000	1.000	3.906

Maximum Daily Quantity (MGD)						
Fiscal Year	Charlotte County	DeSoto County	Manatee County	Sarasota County	City of North Port	Total
FY09	0.000	0.000	0.000	0.000	0.500	0.500
FY10	0.000	0.045	0.000	0.000	0.500	0.545
FY11	0.000	0.172	0.000	0.000	0.500	0.672
FY12	0.000	0.391	0.000	0.000	0.500	0.891
FY13	0.000	0.573	0.000	0.000	1.000	1.573
FY14	2.321	0.755	0.000	0.000	1.500	4.576
FY15	2.321	1.068	0.000	0.000	1.500	4.889
FY16	2.321	1.068	0.000	0.000	1.500	4.889

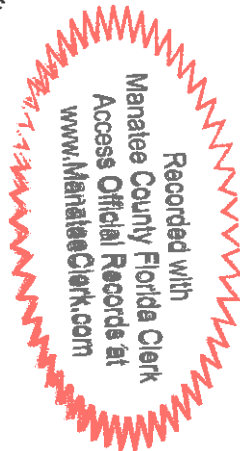
Annual Average Day, Peak Month Average Day and Maximum Day are expressed in million gallons per day (MGD).

✓ Linda Stewart
9415 Town Center Skwy
Lakewood Ranch, FL 34202



SECOND AMENDMENT TO PEACE RIVER/MANASOTA REGIONAL WATER SUPPLY AUTHORITY MASTER WATER SUPPLY CONTRACT

THIS SECOND AMENDMENT TO PEACE RIVER/MANASOTA REGIONAL WATER SUPPLY AUTHORITY MASTER WATER SUPPLY CONTRACT ("Second Amendment") is made and entered into as of the 5th day of AUGUST, 2015, by and between the **PEACE RIVER/MANASOTA REGIONAL WATER SUPPLY AUTHORITY**, a regional water supply authority created and existing pursuant to Sections 373.713 and 163.01, Florida Statutes, and other applicable law, acting by and through its governing board ("Authority"); **MANATEE COUNTY**, a political subdivision of the State of Florida, acting by and through its Board of County Commissioners ("Manatee"); **CHARLOTTE COUNTY**, a political subdivision of the State of Florida, acting by and through its Board of County Commissioners, ("Charlotte"); **DESOTO COUNTY**, a political subdivision of the State of Florida, acting through its Board of County Commissioners, ("DeSoto"); **SARASOTA COUNTY**, a political subdivision of the State of Florida, acting by and through its Board of County Commissioners, ("Sarasota"); and the **CITY OF NORTH PORT**, a municipal corporation of the State of Florida, acting by and through its Board of City Commissioners, ("North Port") (collectively "Customers").



WITNESSETH:

WHEREAS, the Authority and Customers entered into the Peace River/Manasota Regional Water Supply Authority Master Water Supply Contract effective October 5, 2005 ("MWSC") and entered into a First Amendment to Peace River/Manasota Regional Water Supply Authority Master Water Supply Contract on June 4th, 2008; and

WHEREAS, the Authority and Charlotte County entered into an Interlocal Agreement Resolving 1991 Rebuild Project Dispute ("Settlement") on November 25, 2014. This Settlement, in part, provides for Charlotte County and the Authority to cooperate to modify certain provisions of the MWSC including changing the definition of the term "Renewal and Replacement Costs" and modifying portions of Exhibit B entitled Water Allocation for Sarasota and City of North Port; and,

RECORDED IN OFFICIAL RECORDS
INSTRUMENT # 2015098517 13 PG(S)
August 07, 2015 10:51:46 AM
KAREN E. RUSHING
CLERK OF THE CIRCUIT COURT
SARASOTA COUNTY, FL

CHARLOTTE COUNTY CLERK OF CIRCUIT COURT
OR BOOK: 3999 PAGE 612 PAGE: 1 OF 13
INSTR # 2372563 Doc Type: AGR
Recorded: 8/5/2015 at 12:05 PM
Rec. Fee: RECORDING \$112.00
Cashier By: MICHELED



WHEREAS, pursuant to the MWSC, each Customer submitted to the Authority a report which identified its projections for Authority Supplied Water and the quantity of water it shall purchase from the Authority in the designated Contract Year. The New Water Supply Demands in Exhibit "C" of the MWSC provides for the quantity of water each Customer is irrevocably committed to purchase from the Authority, and the Authority agrees to supply such water; and

WHEREAS, the Customers have sought to modify the MWSC to remove all request for additional water from Exhibit "C" of the MWSC; and

WHEREAS, the MWSC may only be amended by in writing duly executed by the Authority, Manatee, Charlotte, DeSoto, Sarasota and North Port and pursuant to the terms and conditions of the MWSC.

NOW, THEREFORE, in consideration of the foregoing recitals, Authority and the Customers agree as follows:

1. **Incorporation of Rights**. The foregoing recitals are true and correct and are incorporated herein by reference.

2. **Amendments**.

2.1 Exhibit "B" of the MWSC, entitled Water Allocation is deleted in its entirety and replaced with the Exhibit "B" table attached to this Second Amendment.

2.2 Exhibit "C" of the MWSC, entitled "New Water Supply Demands" and previously modified by the First Amendment to Peace River/Manasota Regional Water Supply Authority Master Water Supply Contract dated June 4th, 2008, is deleted in its entirety and replaced with the Exhibit "C" table attached to this Second Amendment.

2.3 The definition of Renewal and Replacement Costs at provision 1.36 of the MWSC is deleted in its entirety and replaced with the following: "1.36 Renewal and Replacement Costs. The capital expenditures set forth in the annual budget approved by the Authority for the ordinary renewal, replacement, upgrade and betterment of the Authority Water Supply Facilities. Renewal and Replacement Costs do not include capital expenditures associated with the expansion or addition of water treatment, storage, pumping or transmission capacity."

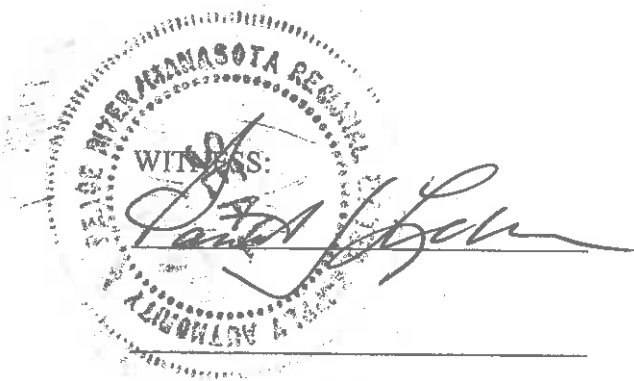
2.4 Paragraph 16.7 Desoto Payment shall be deleted in its entirety and replaced with the following: "16.7 DeSoto Payment. The Authority shall collect from its

Customers in accordance with Exhibit "A", the DeSoto Payment and remit it to DeSoto. If the quantities of water allocated to the Authority under SWFWMD Water Use Permit Number 20010420.008 are modified and Authority Customer's Water Allocation in Exhibit "B" is amended for more than 34.7 MGD (Annual Average Daily) or if additional entities become Customers of the Authority, then the amount and methodology of the DeSoto Payment to be paid shall be readdressed by all Parties to the Contract."

2.5. Exhibit "A" of the MWSC, entitled Water Allocation is deleted in its entirety and replaced with the Exhibit "A" table attached to this Second Amendment.

IN WITNESS WHEREOF, the Authority, Manatee, Charlotte, DeSoto, Sarasota, and North Port have caused this Second Amendment to be executed effective as of the date first above written.

IN WITNESS WHEREOF, have executed this Second Amendment on the day, month and year first above written.



PEACE RIVER MANASOTA REGIONAL
WATER SUPPLY AUTHORITY
WITNESSES:
[Signature]

PEACE RIVER MANASOTA REGIONAL
WATER SUPPLY AUTHORITY

By: *[Signature]*
John Charlie, Chairman
Date: August 5, 2015

Approved as to form:

[Signature]
General Counsel for Peace River Manasota
Regional Water Supply Authority

BOARD APPROVED

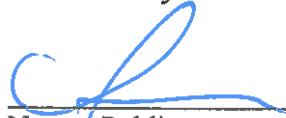
AUG - 5 2015

**Peace River Manasota
Regional Water Supply Authority**

STATE OF FLORIDA
COUNTY OF MANATEE

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgements, personally appeared, John Chappie, to me known to be the person described in and who executed the foregoing instrument on behalf of the Peace River Manasota Regional Water Supply Authority and John Chappie, acknowledged before me that John Chappie, executed same as a free act and deed for the uses and purposes therein stated.

WITNESS my hand and official seal in the County and State last aforesaid this 5th day of August, 2015.



Notary Public
My Commission Expires:

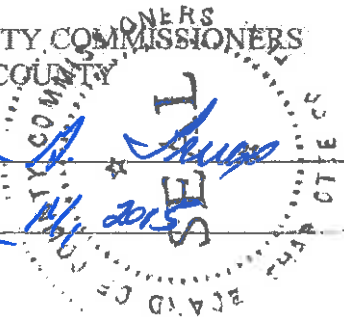


Ann Lee

COMMISSION # FF203768
EXPIRES: February 25, 2019
WWW.AARONNOTARY.COM

BOARD OF COUNTY COMMISSIONERS
OF CHARLOTTE COUNTY

By: William A. Angus
Chairman
Date: July 14, 2015



ATTEST:
Barbara T. Scott, Clerk of Circuit
Court and Ex-Officio Clerk to the
Board of County Commissioners

By: Janette S. Knowlton
Deputy Clerk

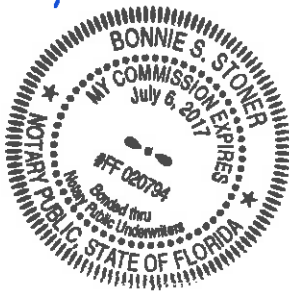
APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

Janette S. Knowlton
Janette S. Knowlton, County Attorney

STATE OF FLORIDA
COUNTY OF CHARLOTTE

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgements, personally appeared, W^m G. Truex, to me known to be the person described in and who executed the foregoing instrument on behalf of Charlotte County, and NA, acknowledged before me that W^m G. Truex, executed same as a free act and deed for the uses and purposes therein stated.

WITNESS my hand and official seal in the County and State last aforesaid this 14th day of July, 2015.



Bonnie S. Stoner
Notary Public
My Commission Expires: 7/6/17

DESOTO COUNTY
BOARD OF COUNTY COMMISSIONERS

WITNESS:
Mandy J. Hines
MANDY J. HINES

By: [Signature]
Chair
Date: May 26, 2015

Approved as to form:
[Signature]
Attorney for DeSoto County

STATE OF FLORIDA
COUNTY OF DESOTO

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgements, personally appeared, Gabriel Duave, to me known to be the person described in and who executed the foregoing instrument on behalf of DeSoto County, and BCCC, acknowledged before me that Gabriel Duave, executed same as a free act and deed for the uses and purposes therein stated.

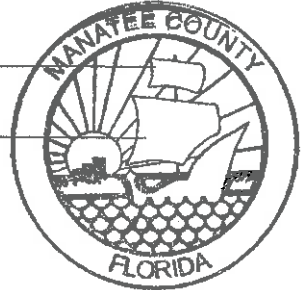
WITNESS my hand and official seal in the County and State last aforesaid this 3rd day of June, 2015.

Jill Thompson
Notary Public
My Commission Expires:



MANATEE COUNTY
BOARD OF COUNTY COMMISSIONERS

By: *Mary Beuda*
Chair
Date: June 16, 2015



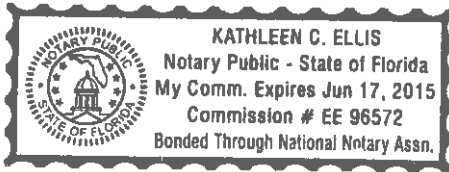
ATTEST: R. B. SHORE
Clerk of Circuit Court

By: *R. B. Shore*
Deputy Clerk

STATE OF FLORIDA
COUNTY OF MANATEE

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgements, personally appeared, *Betsy Benac*, to me known to be the person described in and who executed the foregoing instrument on behalf of Manatee County, and _____, acknowledged before me that _____, executed same as a free act and deed for the uses and purposes therein stated.

WITNESS my hand and official seal in the County and State last aforesaid this 16th day of June, 2015.



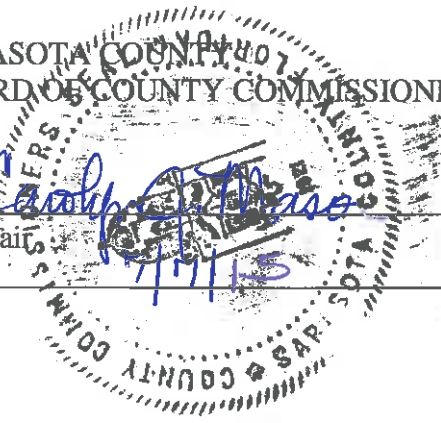
Kathleen C. Ellis
Notary Public
My Commission Expires: 6-17-2015

SARASOTA COUNTY BOARD OF COUNTY COMMISSIONERS

WITNESS:

Charles Maloney

By: Carolyn J. Mason
Chair, _____
Date: 7/11/15



Approved as to form:

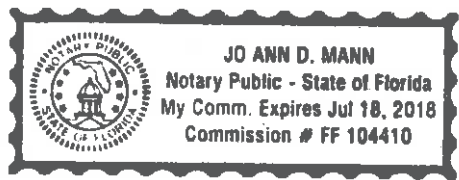
[Signature]
Attorney for Sarasota County JS

STATE OF FLORIDA
COUNTY OF SARASOTA

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgements, personally appeared, Carolyn J. Mason, to me known to be the person described in and who executed the foregoing instrument on behalf of Sarasota County, and She, acknowledged before me that She, executed same as a free act and deed for the uses and purposes therein stated.

WITNESS my hand and official seal in the County and State last aforesaid this 17th day of July, 2015.

Jo Ann D Mann
Notary Public
My Commission Expires:



CITY OF NORTH PORT

WITNESS:

Guth Scott

By: Ry DiFranco
Mayor

Smiley

Date: 6-8-15

Approved as to form:

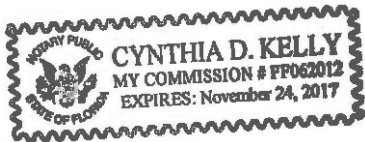
[Signature]
Attorney for City of North Port

ATTEST:
Helen M. Raimbeau
Helen M. Raimbeau, MMC
City Clerk

STATE OF FLORIDA
COUNTY OF SARASOTA

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgements, personally appeared, Mayor Rhonda DiFranco, to me known to be the person described in and who executed the foregoing instrument on behalf of the City of North Port, and _____, acknowledged before me that Rhonda DiFranco executed same as a free act and deed for the uses and purposes therein stated.

WITNESS my hand and official seal in the County and State last aforesaid this 8th day of June, 2015.



Cynthia D Kelly
Notary Public
My Commission Expires: 11/24/17

EXHIBIT "A"

**DeSoto Payment Schedule
(approved 2015)**

DeSoto Payment (Annual Assessment)					
Contract Fiscal Year	Charlotte County	DeSoto County	Sarasota County	City of North Port	Total
FY05	\$368,564	\$15,889	\$101,111	\$34,436	\$520,000
FY06	\$368,564	\$15,889	\$101,111	\$34,436	\$520,000
FY07	\$368,564	\$15,889	\$101,111	\$34,436	\$520,000
FY08	\$368,564	\$15,889	\$101,111	\$34,436	\$520,000
FY09	\$361,403	\$15,424	\$177,073	\$44,346	\$598,247
FY10	\$363,140	\$15,341	\$244,396	\$53,586	\$676,463
FY11	\$369,266	\$15,482	\$303,326	\$61,927	\$750,000
FY12	\$369,266	\$15,482	\$303,326	\$61,927	\$750,000
FY13	\$369,266	\$15,482	\$303,326	\$61,927	\$750,000
FY14	\$369,266	\$15,482	\$303,326	\$61,927	\$750,000
FY15	\$369,266	\$15,482	\$303,326	\$61,927	\$750,000
FY16	\$369,266	\$15,482	\$345,541	\$65,711	\$796,000
Remaining Years	\$369,266	\$15,482	\$345,541	\$65,711	\$796,000

EXHIBIT "B"

**Water Allocation
(approved 2015)**

Annual Average Daily (MGD)					
Contract Fiscal Year	Charlotte County	DeSoto County	Sarasota County	City of North Port	Total
FY05	12.525	0.535	3.048	1.192	17.300
FY06	12.758	0.550	3.500	1.192	18.000
FY07	12.758	0.550	3.500	1.192	18.000
FY08	12.758	0.550	3.500	1.192	18.000
FY09	13.895	0.593	6.808	1.705	23.001
FY10	15.031	0.635	10.116	2.218	28.000
FY11	16.100	0.675	13.225	2.700	32.700
FY12	16.100	0.675	13.225	2.700	32.700
FY13	16.100	0.675	13.225	2.700	32.700
FY14	16.100	0.675	13.225	2.700	32.700
FY15	16.100	0.675	13.225	2.700	32.700
FY16	16.100	0.675	15.060	2.865	34.700
Remaining Years*	16.100	0.675	15.060	2.865	34.700

Peak Monthly Average Day (MGD)					
Contract Fiscal Year	Charlotte County	DeSoto County	Sarasota County	City of North Port	Total
FY05	15.030	0.642	3.658	3.146	22.476
FY06	15.310	0.660	4.200	3.146	23.316
FY07	15.310	0.660	4.200	3.146	23.316
FY08	15.310	0.660	4.200	3.146	23.316
FY09	16.187	0.690	7.931	3.146	27.954
FY10	17.512	0.740	11.785	3.146	33.183
FY11	18.757	0.786	15.407	3.146	38.096
FY12	18.757	0.786	15.407	3.146	38.096
FY13	18.757	0.786	15.407	3.146	38.096
FY14	18.757	0.786	15.407	3.146	38.096
FY15	18.757	0.786	15.407	3.146	38.096
FY16	19.320	0.810	18.084	3.438	41.652
Remaining Years*	19.320	0.810	18.084	3.438	41.652

Maximum Day (MGD)					
Contract Fiscal Year	Charlotte County	DeSoto County	Sarasota County	City of North Port	Total
FY05	17.535	0.749	4.267	3.780	26.331
FY06	17.861	0.770	4.900	3.780	27.311
FY07	17.861	0.770	4.900	3.780	27.311
FY08	17.861	0.770	4.900	3.780	27.311
FY09	19.453	0.830	9.531	3.780	33.594
FY10	21.043	0.889	14.162	3.780	39.874
FY11	22.540	0.945	18.515	3.780	45.780
FY12	22.540	0.945	18.515	3.780	45.780
FY13	22.540	0.945	18.515	3.780	45.780
FY14	22.540	0.945	18.515	3.780	45.780
FY15	22.540	0.945	18.515	3.780	45.780
FY16	22.540	0.945	21.084	4.011	48.580
Remaining Years*	22.540	0.945	21.084	4.011	48.580

Annual Average Day, Peak Monthly Average Day, Maximum Day are expressed in million gallons per day (MGD).

*Remaining Years means the remaining years of the term of this MWSC.

EXHIBIT "C"
New Water Supply Demands
(approved 2015)

Annual Average Daily Quantity (MGD)						
Fiscal Year	Charlotte County	DeSoto County	Manatee County	Sarasota County	City of North Port	Total
FY15	0.000	0.000	0.000	0.000	0.000	0.000
FY16	0.000	0.000	0.000	0.000	0.000	0.000
FY17	0.000	0.000	0.000	0.000	0.000	0.000
FY18	0.000	0.000	0.000	0.000	0.000	0.000
FY19	0.000	0.000	0.000	0.000	0.000	0.000
FY20	0.000	0.000	0.000	0.000	0.000	0.000
FY21	0.000	0.000	0.000	0.000	0.000	0.000
FY22	0.000	0.000	0.000	0.000	0.000	0.000

Peak Month Average Daily Quantity (MGD)						
Fiscal Year	Charlotte County	DeSoto County	Manatee County	Sarasota County	City of North Port	Total
FY15	0.000	0.000	0.000	0.000	0.000	0.000
FY16	0.000	0.000	0.000	0.000	0.000	0.000
FY17	0.000	0.000	0.000	0.000	0.000	0.000
FY18	0.000	0.000	0.000	0.000	0.000	0.000
FY19	0.000	0.000	0.000	0.000	0.000	0.000
FY20	0.000	0.000	0.000	0.000	0.000	0.000
FY21	0.000	0.000	0.000	0.000	0.000	0.000
FY22	0.000	0.000	0.000	0.000	0.000	0.000

Maximum Daily Quantity (MGD)						
Fiscal Year	Charlotte County	DeSoto County	Manatee County	Sarasota County	City of North Port	Total
FY15	0.000	0.000	0.000	0.000	0.000	0.000
FY16	0.000	0.000	0.000	0.000	0.000	0.000
FY17	0.000	0.000	0.000	0.000	0.000	0.000
FY18	0.000	0.000	0.000	0.000	0.000	0.000
FY19	0.000	0.000	0.000	0.000	0.000	0.000
FY20	0.000	0.000	0.000	0.000	0.000	0.000
FY21	0.000	0.000	0.000	0.000	0.000	0.000
FY22	0.000	0.000	0.000	0.000	0.000	0.000

Annual Average Day, Peak Month Average Day and Maximum Day are expressed in million gallons per day (MGD).

PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY
BOARD OF DIRECTORS MEETING
August 4, 2021

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
August 4, 2021

EXECUTIVE DIRECTOR'S REPORT

Presenter -

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
August 4, 2021***

CHAIRMAN'S REPORT

Presenter - Alan Maio, Chairman
Recommended Action - **Motion** for Board Consensus

***PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY
BOARD OF DIRECTORS MEETING
August 4, 2021***

**ROUTINE STATUS REPORTS
ITEM 1**

Hydrologic Conditions Report

MEMORANDUM

Project: Hydrologic Conditions Report

Date: August 4, 2021

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 July (through July 15th), and the preceding 12-month period.

Rainfall Conditions & Projections

Rainfall in the Peace River Basin for the past 12-months is 5.6-inches below normal. This data covers the 12-months through July 11, 2021 (see Table 1). Rainfall for the month of July 2021 (through July 15th) totaled 6.6 inches while the historical average rainfall for the full month of July is 8.0 inches.

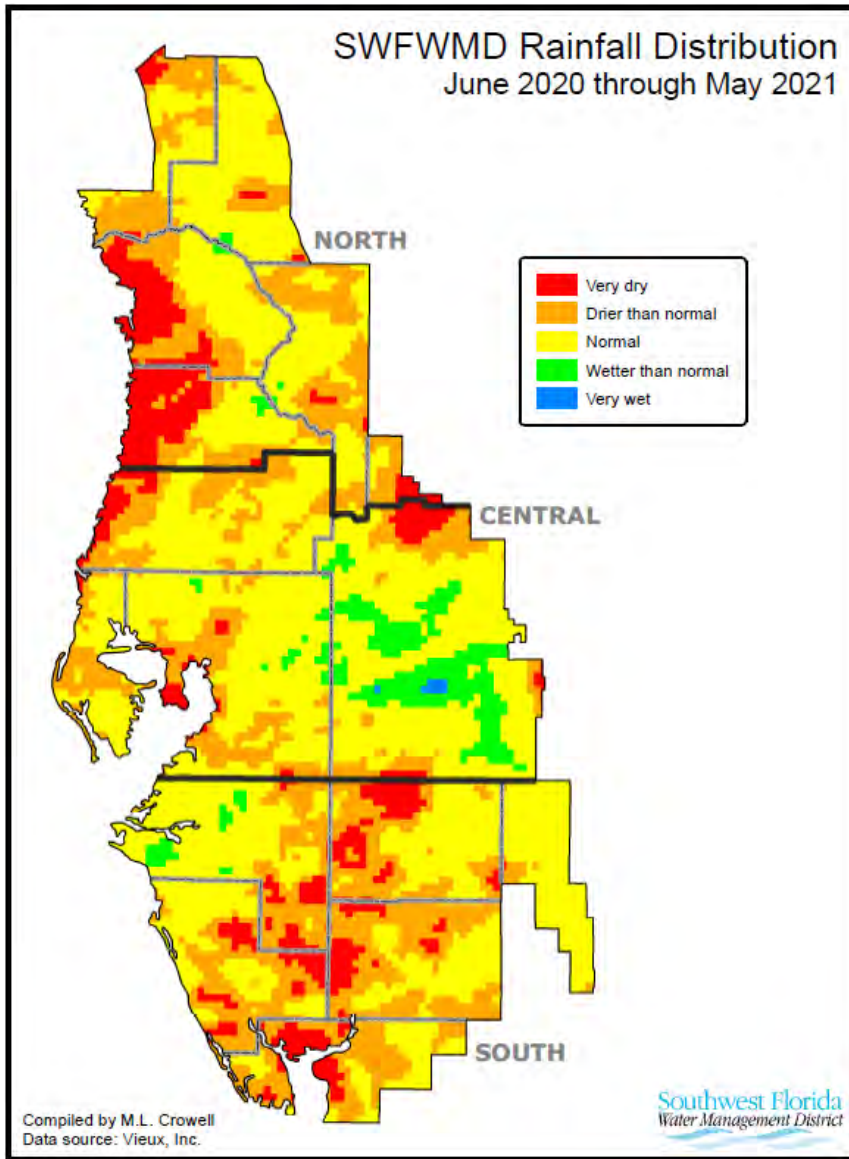
Region-wide rainfall conditions reported by SWFWMD for the 12-month period ending May 31, 2021 are shown in Figure 1 (this is most up-to-date map available). Data shown for the Authority's 4-county service area on Figure 1 indicate below normal rainfall conditions for most of the service area including very dry conditions in the Peace River Basin.

Projections for the next three months (August-October) from NOAA are for above-normal temperatures and near-normal rainfall for southwest Florida. The NOAA extended forecast is for ENSO neutral (neither El Nino nor La Nina) conditions through mid-fall followed by la Nina development and these la Nina conditions persisting through the winter. La Nina development in the fall and winter typically brings warm dry conditions to the Florida Peninsula.

Table 1 (Peace River Basin Rainfall - Inches)

Item	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Total
Long-Term Avg.	7.61	7.31	3.19	1.73	1.87	2.14	2.56	2.96	2.56	3.89	8.31	8.01	52.1
Actual Past 12 Months	7.9	7.8	3.20	2.90	2.30	0.30	3.6	0.5	3.70	0.63	7.01	6.62	46.5
Difference	0.29	0.49	0.01	1.17	0.43	-1.84	1.04	-2.46	1.14	-3.26	-1.3	-1.39	-5.6

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)

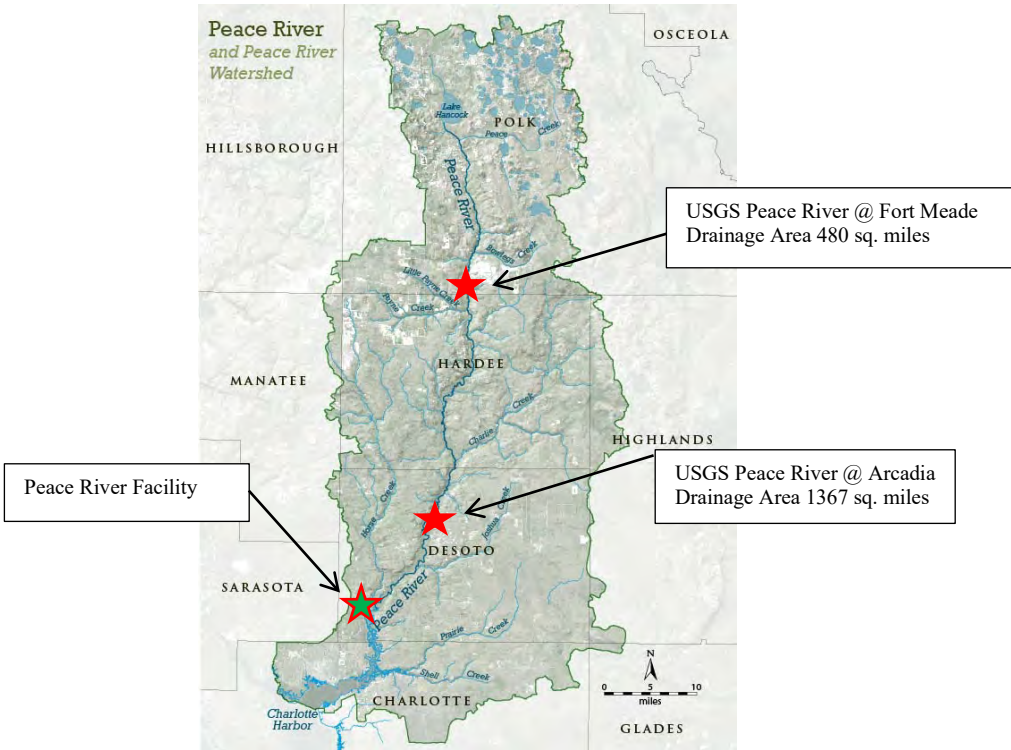


Figure 3 (Peace River Flow @ Fort Meade)

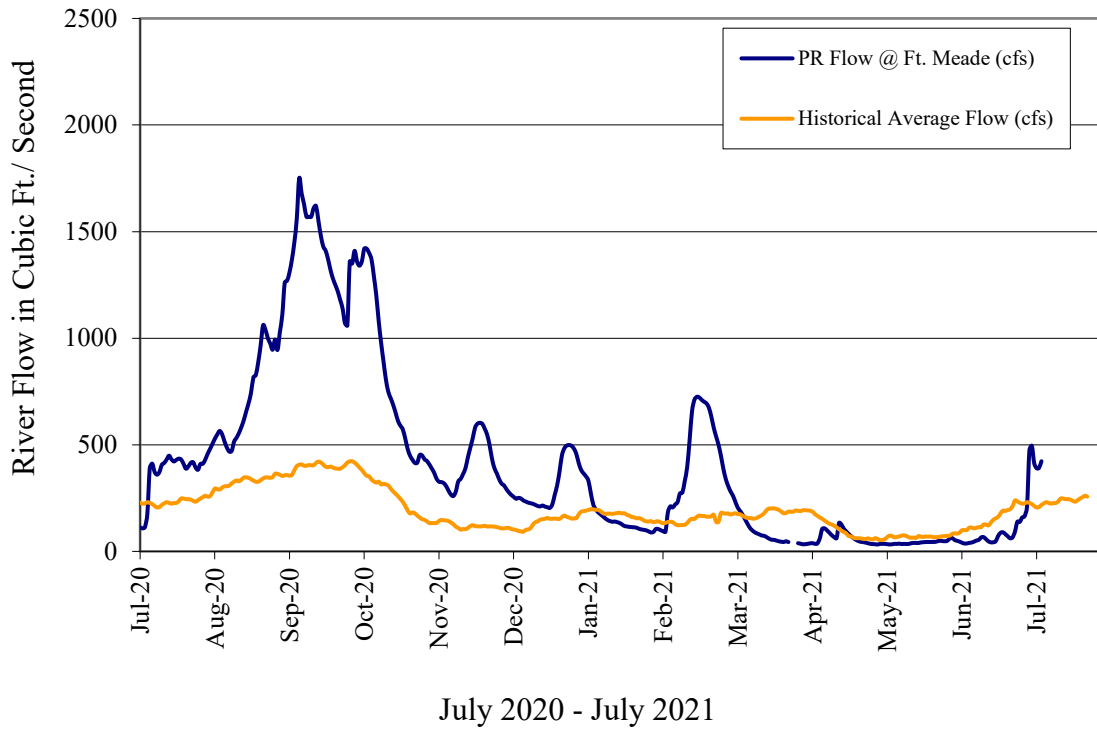
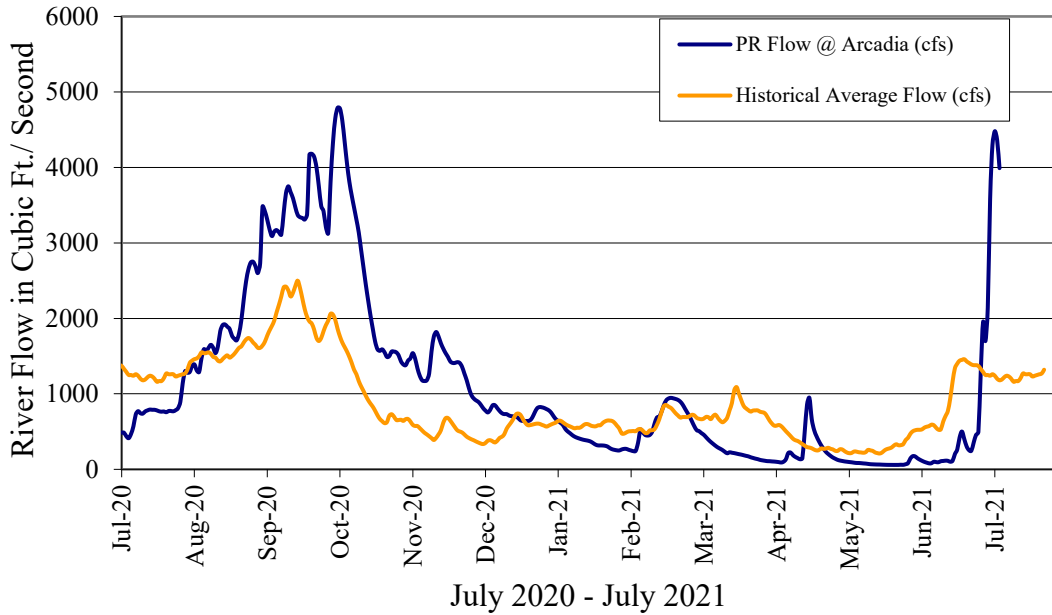


Figure 4 (Peace River Flow @ Arcadia)



River Withdrawals, Finished Water Production & Demand

No withdrawals occurred from the Peace River from early May to late June due to low flows. River flow and quality improved in late June and significantly improved the week of July 5th as Hurricane Elsa affected our region. Withdrawals for July (through July 15) have averaged about 44 MGD.

Figure 5 (Withdrawals from Peace River)

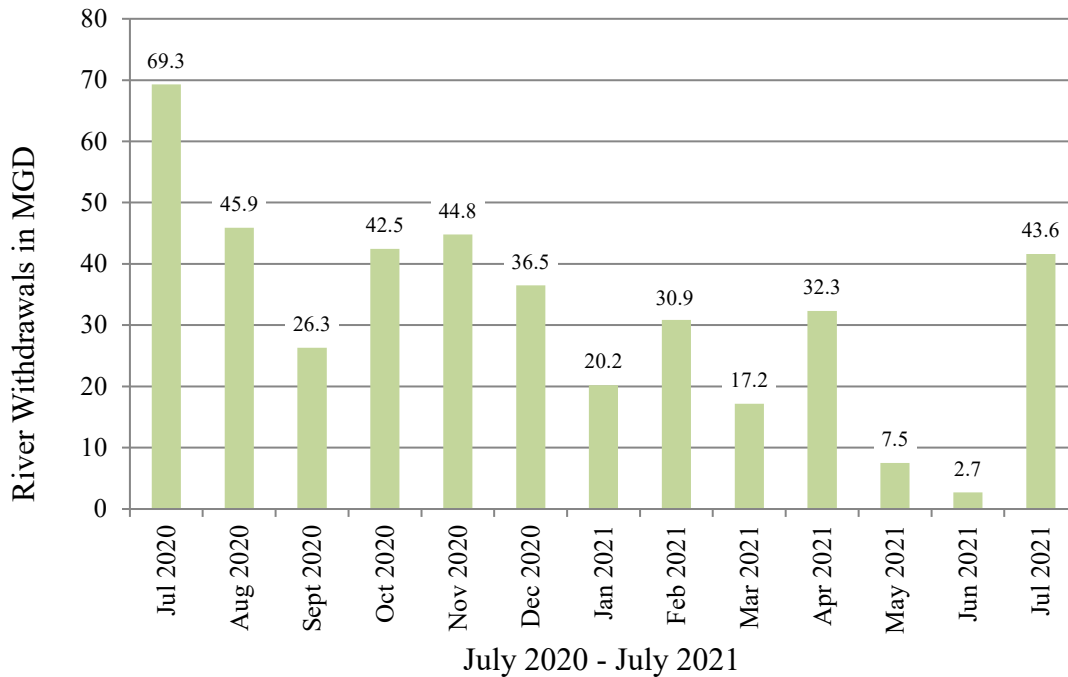
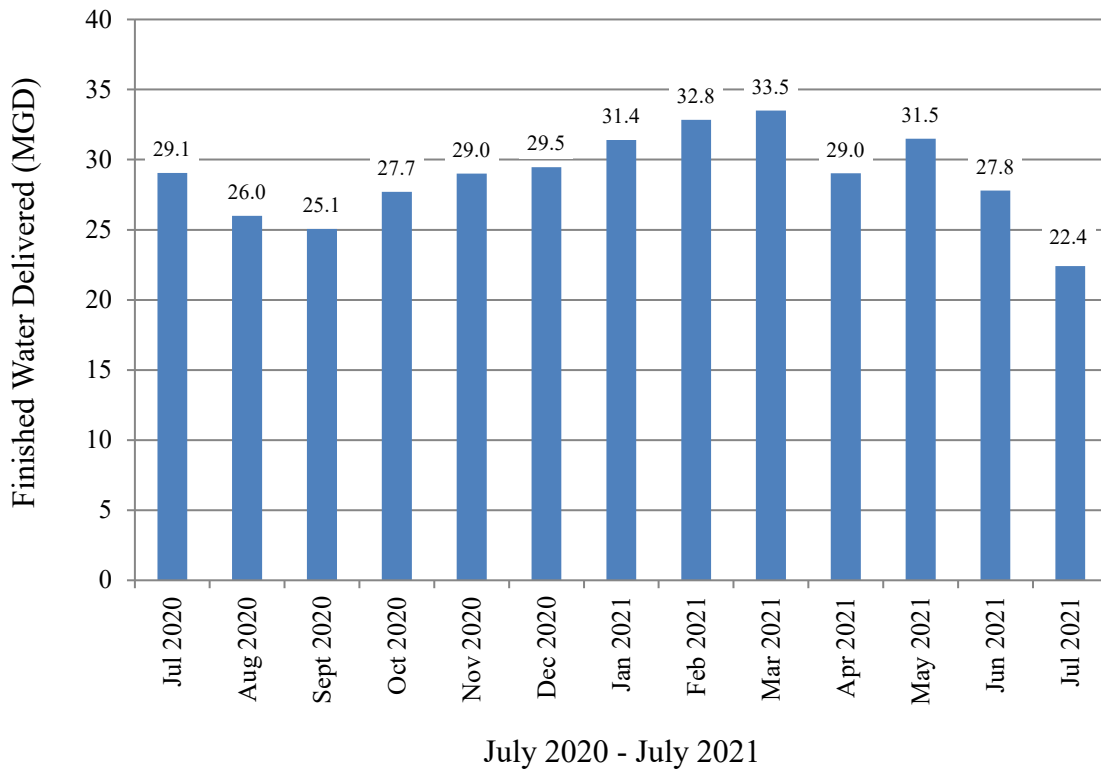


Figure 6 shows monthly finished water deliveries to Customers for the 12-month period ending July 15, 2021. Finished water delivery to Customers during July 2021 have averaged about 22.4 MGD. This is about 7 MGD lower than deliveries in July 2020, in large part due to the Carlton Water Treatment Facilities coming back in service this spring which reduced demand on the Peace River Facilities.

The routine exchange of water with the City of Punta Gorda is ongoing – with deliveries from the Region to the City south through the Phase 1 Pipeline on US 17 and return of flow from the City to the region north through the Phase 1A Pipeline. The exchange of water through regional pipelines maintains these facilities in a “ready-to-serve” condition at all times.

Figure 6 (Peace River Facility Deliveries to Customers)



Stored Supplies at the PRF

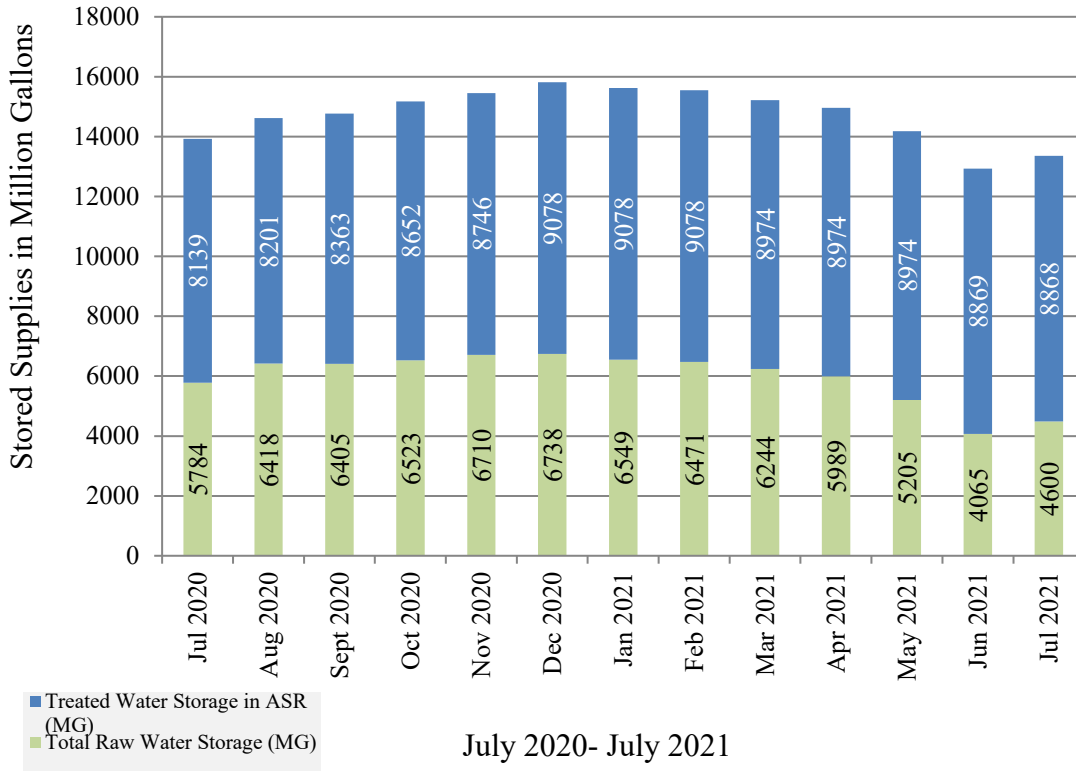
The Authority maintains two large capacity off-stream storage systems at the PRF. The primary storage is raw river water stored in Reservoir No. 1 and No. 2. When flow in the River is high enough, a small percentage of that flow is harvested at the Authority’s pumping facility on the Peace River and 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). Near the end and outside of hurricane season, additional water

can be safely stored. The maximum raw water storage capacity in July is 6.5 BG. **Raw water stored as of July 15, 2021 totaled about 4.6 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 is neither being injected nor recovered from storage in ASR. **Treated water stored in ASR as of July 15, 2021 totaled 8.9 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 July 15, 2021 was about 13.5 BG.** This is about 0.6 BG less than total storage in mid-July 2020.

Figure 7 (Stored Water Supplies)



***PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY
BOARD OF DIRECTORS MEETING
August 4, 2021***

**ROUTINE STATUS REPORTS
ITEM 2**

Check Registers for May and June 2021

PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY

CHECK REGISTER: MAY & JUNE 2021

PUBLIC FUNDS INTEREST CHECKING (PNC)

Date	Document Number	Payee Name / Description	Amount
05/06/2021		QuickBooks Payroll Service	\$ 93,773.25
05/07/2021	39100	AMAZON	\$ 3,549.77
05/07/2021	39101	DESOTO COUNTY WATER UTILITY	\$ 1,606.59
05/07/2021	39102	DMS-FINANCIAL MGMT SERVICES	\$ 590.20
05/07/2021	39103	FENDER'S TIRE & BATTERY INC	\$ 500.00
05/07/2021	39104	FLORIDA POWER & LIGHT COMPANY	\$ 166,370.09
05/07/2021	39105	KED GROUP INC	\$ 13,552.00
05/07/2021	39106	McCABE & ASSOCIATES	\$ 3,000.00
05/07/2021	39107	TRACTOR SUPPLY COMPANY CREDIT PLAN	\$ 23.97
05/07/2021	ACH3650	AECOM TECHNICAL SERVICES INC	\$ 3,194.50
05/07/2021	ACH3651	Air Mechanical & Service Corp	\$ 620.00
05/07/2021	ACH3652	AIRGAS SPECIALTY PRODUCTS	\$ 2,916.30
05/07/2021	ACH3653	ALLIED ELECTRONICS INC	\$ 61.32
05/07/2021	ACH3654	ALLIED UNIVERSAL CORP	\$ 10,357.76
05/07/2021	ACH3655	B&D Technologies	\$ 2,660.34
05/07/2021	ACH3656	BATTERIES PLUS BULBS #451	\$ 805.80
05/07/2021	ACH3657	BENCHMARK ENVIROANALYTICAL INC	\$ 2,702.00
05/07/2021	ACH3658	BLACK & VEATCH	\$ 3,462.50
05/07/2021	ACH3659	C & S CHEMICALS INC	\$ 65,376.63
05/07/2021	ACH3660	CarbPure Technologies LLC	\$ 71,984.80
05/07/2021	ACH3661	CED - Port Charlotte	\$ 2,646.07
05/07/2021	ACH3662	CENTURYLINK	\$ 369.55
05/07/2021	ACH3663	CHARLOTTE COUNTY BCC - LANDFILL	\$ 5,990.25
05/07/2021	ACH3664	CHARLOTTE COUNTY BD OF COMMISSIONER	\$ 102,501.78
05/07/2021	ACH3665	CINTAS FIRE 636525	\$ 1,526.25
05/07/2021	ACH3666	Commercial Industrial Supply	\$ 2,369.12
05/07/2021	ACH3667	DELL MARKETING LP	\$ 18,466.50
05/07/2021	ACH3668	DMK ASSOCIATES	\$ 732.50
05/07/2021	ACH3669	Fisher Scientific	\$ 45.85
05/07/2021	ACH3670	Hach Company	\$ 1,246.50
05/07/2021	ACH3671	KEETON'S OFFICE & ART SUPPLY	\$ 302.76
05/07/2021	ACH3672	KIMLEY-HORN AND ASSOCIATES INC	\$ 43,330.00
05/07/2021	ACH3673	MANSON BOLVES DONALDSON VARN	\$ 14,450.00
05/07/2021	ACH3674	MSC INDUSTRIAL SUPPLY CO	\$ 645.12
05/07/2021	ACH3675	PHENOVA INC	\$ 308.20
05/07/2021	ACH3676	PROGRESSIVE WATER RESOURCES LLC	\$ 9,423.75
05/07/2021	ACH3677	PUBLIC RISK INSURANCE AGENCY	\$ 336,157.00
05/07/2021	ACH3678	SUNSHINE ACE HARDWARE	\$ 296.73
05/07/2021	ACH3679	THERMO ELECTRON NORTH AMERICA LLC	\$ 1,082.00
05/07/2021	ACH3680	TRULY NOLEN BRANCH 079	\$ 258.00
05/07/2021	ACH3681	ULINE	\$ 273.02
05/07/2021	ACH3682	UPS	\$ 108.29
05/07/2021	ACH3683	USA Bluebook	\$ 755.68
05/07/2021	ACH3684	Wade Trim INC	\$ 31,048.41
05/07/2021	ADBT050721	STATE OF FLORIDA DISBURSEMENT UNIT	\$ 444.75
05/07/2021	DBT050721	United States Treasury	\$ 33,023.38
05/07/2021	dbt050721	Valic	\$ 8,902.36
05/20/2021		QuickBooks Payroll Service	\$ 93,278.09
05/21/2021	39108	BILL'S BOTTLED WATER SERVICE	\$ 27.00
05/21/2021	39109	Braden River Utilities LLC	\$ 100.30
05/21/2021	39110	FENDER'S TIRE & BATTERY INC	\$ 2,192.00
05/21/2021	39111	HOME DEPOT	\$ 451.54
05/21/2021	39112	Ken Burton Jr Tax Collector	\$ 7.50
05/21/2021	39113	Manatee County Utilities Department	\$ 374.71
05/21/2021	39114	NaturZone Pest Control	\$ 136.00
05/21/2021	39115	SAM'S CLUB	\$ 179.74
05/21/2021	39116	SARASOTA TROPHY & AWARDS INC	\$ 100.00
05/21/2021	39117	SOUTHWEST MOBILE MECHANIC	\$ 2,675.00
05/21/2021	39118	SPECIALTY PARTS	\$ 9.36
05/21/2021	39119	SUTTER ROOFING COMPANY OF FLORIDA	\$ 575.00

PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY

CHECK REGISTER: MAY & JUNE 2021

PUBLIC FUNDS INTEREST CHECKING (PNC)

Date	Document Number	Payee Name / Description	Amount
05/21/2021	39120	TREASURY SOFTWARE CORP	\$ 959.40
05/21/2021	39121	U.S. BANK EQUIPMENT FINANCE	\$ 1,052.67
05/21/2021	39122	VERIZON WIRELESS	\$ 91.88
05/21/2021	39123	Waste Pro Bradenton/Sarasota	\$ 240.67
05/21/2021	ACH3685	AIRGAS SPECIALTY PRODUCTS	\$ 3,056.04
05/21/2021	ACH3686	AIRGAS USA LLC	\$ 150.05
05/21/2021	ACH3687	ALLIED UNIVERSAL CORP	\$ 10,072.63
05/21/2021	ACH3688	ASRUS LLC	\$ 2,500.00
05/21/2021	ACH3689	BENCHMARK ENVIROANALYTICAL INC	\$ 2,695.00
05/21/2021	ACH3690	BLUSITE SOLUTIONS OF SOUTHWEST FLORIDA	\$ 343.38
05/21/2021	ACH3691	C & S CHEMICALS INC	\$ 90,513.02
05/21/2021	ACH3692	CarbPure Technologies LLC	\$ 108,530.20
05/21/2021	ACH3693	CED - Port Charlotte	\$ 2,853.53
05/21/2021	ACH3694	Centurylink 3363	\$ 144.99
05/21/2021	ACH3695	CHARLOTTE COUNTY UTILITIES	\$ 164,694.84
05/21/2021	ACH3696	CINTAS	\$ 520.39
05/21/2021	ACH3697	CORONADO LAWN SERVICE OF FL	\$ 3,410.00
05/21/2021	ACH3698	CULLIGAN WATER of Sarasota	\$ 211.58
05/21/2021	ACH3699	DESOTO COUNTY (V)	\$ 66,333.33
05/21/2021	ACH3700	DSS Services LLC	\$ 480.00
05/21/2021	ACH3701	EARTH BALANCE	\$ 8,565.42
05/21/2021	ACH3702	Entech	\$ 5,856.30
05/21/2021	ACH3703	Environmental Science Associates	\$ 8,220.00
05/21/2021	ACH3704	Fisher Scientific	\$ 427.97
05/21/2021	ACH3705	Florida Coast Equipment	\$ 1,098.60
05/21/2021	ACH3706	FORD RITZ (V)	\$ 210.50
05/21/2021	ACH3707	FRONTIER COMMUNICATIONS	\$ 240.98
05/21/2021	ACH3708	GB Technologies Inc	\$ 2,747.00
05/21/2021	ACH3709	Hach Company	\$ 223.53
05/21/2021	ACH3710	HDR ENGINEERING INC	\$ 127,326.92
05/21/2021	ACH3711	HVMI LLC	\$ 14,491.80
05/21/2021	ACH3712	JAN-PRO CLEANING SYSTEMS OF SW FLORIDA	\$ 595.00
05/21/2021	ACH3713	JAN-PRO OF MANASOTA	\$ 544.00
05/21/2021	ACH3714	JANICKI ENVIRONMENTAL INC	\$ 28,857.00
05/21/2021	ACH3715	JOHNSON ENGINEERING INC	\$ 17,618.50
05/21/2021	ACH3716	KEETON'S OFFICE & ART SUPPLY	\$ 278.32
05/21/2021	ACH3717	Liquid Engineering Corp	\$ 8,800.00
05/21/2021	ACH3718	M&M CONTRACTORS INC	\$ 5,035.40
05/21/2021	ACH3719	MADER ELECTRIC INC	\$ 1,920.00
05/21/2021	ACH3720	Marisol Garcia (V)	\$ 2,781.00
05/21/2021	ACH3721	MSC INDUSTRIAL SUPPLY CO	\$ 755.71
05/21/2021	ACH3722	Nicholas Woolston (V)	\$ 125.00
05/21/2021	ACH3723	PORT CHARLOTTE LOCK AND KEY	\$ 786.00
05/21/2021	ACH3724	PRO-CHEM INC	\$ 294.70
05/21/2021	ACH3725	PROGRESSIVE WATER RESOURCES LLC	\$ 55,727.50
05/21/2021	ACH3726	Rachel V Kersten (V)	\$ 149.35
05/21/2021	ACH3727	RING POWER CORPORATION	\$ 2,856.00
05/21/2021	ACH3728	SIEMENS INDUSTRY INC	\$ 4,614.00
05/21/2021	ACH3729	STANTEC CONSULTING SERVICES	\$ 3,015.84
05/21/2021	ACH3730	SUNSHINE ACE HARDWARE	\$ 285.93
05/21/2021	ACH3731	SUNSHINE STATE ONE CALL OF FL INC	\$ 38.89
05/21/2021	ACH3732	THE LAKE DOCTORS INC	\$ -
05/21/2021	ACH3733	UPS	\$ 51.02
05/21/2021	ACH3734	USA Bluebook	\$ 3,320.99
05/21/2021	ACH3735	VOYAGER FLEET SYSTEMS INC	\$ 3,608.39
05/21/2021	ADBT052121	STATE OF FLORIDA DISBURSEMENT UNIT	\$ 444.75
05/21/2021	DBT052121	United States Treasury	\$ 32,462.24
05/21/2021	dbt052121	Valic	\$ 8,805.48
05/25/2021	ACH05252021	PNC Bank	\$ 2,542.48
05/25/2021	DBT052521	FLORIDA DIVISION OF RETIREMENT	\$ 40,331.94

PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY

CHECK REGISTER: MAY & JUNE 2021

PUBLIC FUNDS INTEREST CHECKING (PNC)

Date	Document Number	Payee Name / Description	Amount
06/03/2021		QuickBooks Payroll Service	\$ 93,561.59
06/04/2021	39124	AMAZON	\$ 4,140.45
06/04/2021	39125	D M CONSTRUCTION CORP	\$ 11,778.52
06/04/2021	39126	DMS-FINANCIAL MGMT SERVICES	\$ 281.01
06/04/2021	39127	FLORIDA POWER & LIGHT COMPANY	\$ 127,587.15
06/04/2021	39128	HOME DEPOT	\$ 185.98
06/04/2021	39129	Manatee County Utilities Department	\$ 205.34
06/04/2021	39130	QUALITY STARTER & ALT SER INC	\$ 304.35
06/04/2021	39131	SARASOTA HERALD TRIBUNE	\$ 618.75
06/04/2021	39132	Sewer Viewer Inc	\$ 2,500.00
06/04/2021	39133	SOLINST CANADA LTD	\$ 13,332.60
06/04/2021	39134	SPECIALTY PARTS	\$ 402.05
06/04/2021	39135	THE SUN	\$ 190.19
06/04/2021	39136	TRACTOR SUPPLY COMPANY CREDIT PLAN	\$ 125.00
06/04/2021	ACH3736	Abacus Web Services	\$ 1,000.00
06/04/2021	ACH3737	Air Mechanical & Service Corp	\$ 3,517.00
06/04/2021	ACH3738	AIRGAS USA LLC	\$ 146.50
06/04/2021	ACH3739	Alan Jay Automotive Management Inc	\$ 35,871.00
06/04/2021	ACH3740	ALFA LAVAL INC	\$ 194.96
06/04/2021	ACH3741	ALLIED UNIVERSAL CORP	\$ 12,620.28
06/04/2021	ACH3742	BEAMEX INC	\$ 33,867.00
06/04/2021	ACH3743	BLACK & VEATCH	\$ 23,213.14
06/04/2021	ACH3744	C & S CHEMICALS INC	\$ 30,209.77
06/04/2021	ACH3745	CarbPure Technologies LLC	\$ 95,605.80
06/04/2021	ACH3746	CED - Port Charlotte	\$ 166.86
06/04/2021	ACH3747	CENTURYLINK	\$ 369.15
06/04/2021	ACH3748	CenturyLink-6358	\$ 1,645.59
06/04/2021	ACH3749	CHARLOTTE COUNTY BCC - LANDFILL	\$ 4,878.57
06/04/2021	ACH3750	CINTAS FIRE 636525	\$ 167.31
06/04/2021	ACH3751	COLE-PARMER INSTRUMENT CO	\$ 63.14
06/04/2021	ACH3752	Commercial Industrial Supply	\$ 82.50
06/04/2021	ACH3753	CORONADO LAWN SERVICE OF FL	\$ 4,774.00
06/04/2021	ACH3754	Cummins Power South	\$ 10,304.96
06/04/2021	ACH3755	DSS Services LLC	\$ 480.00
06/04/2021	ACH3756	E.F. GAINES SURVEYING SERVICES, INC	\$ 6,200.00
06/04/2021	ACH3757	ENVIRONMENTAL PR GROUP	\$ 49,389.00
06/04/2021	ACH3758	Environmental Science Associates	\$ 6,322.50
06/04/2021	ACH3759	Fisher Scientific	\$ 876.88
06/04/2021	ACH3760	Florida Lighting Maintenance LLC	\$ 3,000.00
06/04/2021	ACH3761	Hach Company	\$ 862.19
06/04/2021	ACH3762	HDR ENGINEERING INC	\$ 123,269.54
06/04/2021	ACH3763	Hilltop Securities	\$ 1,500.00
06/04/2021	ACH3764	Hudson Pump	\$ 4,500.00
06/04/2021	ACH3765	IDEXX DISTRIBUTION INC	\$ 819.43
06/04/2021	ACH3766	J H HAM ENGINEERING INC	\$ 52,842.85
06/04/2021	ACH3767	KEETON'S OFFICE & ART SUPPLY	\$ 33.72
06/04/2021	ACH3768	MSC INDUSTRIAL SUPPLY CO	\$ 55.30
06/04/2021	ACH3769	OVIVO USA LLC	\$ 25,722.30
06/04/2021	ACH3770	SUNSHINE ACE HARDWARE	\$ 151.86
06/04/2021	ACH3771	SUNSHINE STATE ONE CALL OF FL INC	\$ 38.89
06/04/2021	ACH3772	THE LAKE DOCTORS INC	\$ 2,600.00
06/04/2021	ACH3773	ULINE	\$ 450.09
06/04/2021	ACH3774	USA Bluebook	\$ 335.91
06/04/2021	ACH3775	Wade Trim INC	\$ 13,043.32
06/04/2021	ADBT060421	STATE OF FLORIDA DISBURSEMENT UNIT	\$ 444.75
06/04/2021	DBT060421	United States Treasury	\$ 32,500.88
06/04/2021	DBT60421	Valic	\$ 8,784.69
06/17/2021		QuickBooks Payroll Service	\$ 103,718.65
06/18/2021	39137	BILL'S BOTTLED WATER SERVICE	\$ 27.00
06/18/2021	39138	BOB DEAN SUPPLY INC	\$ 128.55

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Date	Document Number	Payee Name / Description	Amount
06/18/2021	39139	Braden River Utilities LLC	\$ 113.20
06/18/2021	39140	D M CONSTRUCTION CORP	\$ 13,320.54
06/18/2021	39141	DEX IMAGING	\$ 9.00
06/18/2021	39142	FLORIDA TECHNICAL PRODUCTS INC	\$ 3,221.50
06/18/2021	39143	GRAINGER	\$ 1,179.59
06/18/2021	39144	HOME DEPOT	\$ 309.28
06/18/2021	39145	KED GROUP INC	\$ 5,888.00
06/18/2021	39146	NaturZone Pest Control	\$ 76.00
06/18/2021	39147	PREFERRED GOVERNMENT INSURANCE TRUS	\$ 14,097.00
06/18/2021	39148	SMITH RANCH & GARDEN INC	\$ 759.50
06/18/2021	39149	TEST GAUGE INC	\$ 862.55
06/18/2021	39150	THE SUN	\$ 287.43
06/18/2021	39151	U.S. BANK EQUIPMENT FINANCE	\$ 1,052.67
06/18/2021	39152	Waste Pro Bradenton/Sarasota	\$ 190.00
06/18/2021	39153	WOMACK SANITATION INC	\$ 298.00
06/18/2021	ACH3776	1& Done Handyman LLC	\$ 825.00
06/18/2021	ACH3777	ADVANTAGE COMMUNICATIONS INC	\$ 3,900.00
06/18/2021	ACH3778	AIRGAS SPECIALTY PRODUCTS	\$ 3,007.72
06/18/2021	ACH3779	AIRGAS USA LLC	\$ 150.05
06/18/2021	ACH3780	ALLIED ELECTRONICS INC	\$ 2,693.58
06/18/2021	ACH3781	ALLIED UNIVERSAL CORP	\$ 17,574.52
06/18/2021	ACH3782	BATTERIES PLUS BULBS #451	\$ 2,037.40
06/18/2021	ACH3783	BENCHMARK ENVIROANALYTICAL INC	\$ 1,220.42
06/18/2021	ACH3784	BLUSITE SOLUTIONS OF SOUTHWEST FLORIDA	\$ 343.58
06/18/2021	ACH3785	Brenntag Mid-South Inc	\$ 14,379.20
06/18/2021	ACH3786	C & S CHEMICALS INC	\$ 97,893.60
06/18/2021	ACH3787	CarbPure Technologies LLC	\$ 120,490.80
06/18/2021	ACH3788	CAROLLO ENGINEERS INC	\$ 20,119.95
06/18/2021	ACH3789	CED - Port Charlotte	\$ 4.85
06/18/2021	ACH3790	CHARLOTTE COUNTY BD OF COMMISSIONER	\$ 102,269.78
06/18/2021	ACH3791	CHARLOTTE COUNTY UTILITIES	\$ 164,694.84
06/18/2021	ACH3792	CINTAS	\$ 375.43
06/18/2021	ACH3793	CINTAS FIRE 636525	\$ 644.00
06/18/2021	ACH3794	CORONADO LAWN SERVICE OF FL	\$ 2,835.00
06/18/2021	ACH3795	CULLIGAN WATER of Sarasota	\$ 211.58
06/18/2021	ACH3796	DESOTO COUNTY (V)	\$ 66,333.33
06/18/2021	ACH3797	DMK ASSOCIATES	\$ 1,857.75
06/18/2021	ACH3798	DOUGLAS LEATH (V)	\$ 277.00
06/18/2021	ACH3799	Entech	\$ 5,856.30
06/18/2021	ACH3800	F.J. Nugent & Associates Inc	\$ 6,701.56
06/18/2021	ACH3801	FEL-FT MYERS WATERWORKS	\$ 1,018.06
06/18/2021	ACH3802	Fisher Scientific	\$ 35.18
06/18/2021	ACH3803	FRONTIER COMMUNICATIONS	\$ 240.98
06/18/2021	ACH3804	Hach Company	\$ 1,251.01
06/18/2021	ACH3805	HAZEN AND SAWYER	\$ 6,470.60
06/18/2021	ACH3806	HVMI LLC	\$ 9,809.10
06/18/2021	ACH3807	Instrument Specialties INC	\$ 8,739.00
06/18/2021	ACH3808	JAN-PRO CLEANING SYSTEMS OF SW FLORIDA	\$ 460.00
06/18/2021	ACH3809	JAN-PRO OF MANASOTA	\$ 544.00
06/18/2021	ACH3810	JANICKI ENVIRONMENTAL INC	\$ 28,857.00
06/18/2021	ACH3811	KEETON'S OFFICE & ART SUPPLY	\$ 1,046.58
06/18/2021	ACH3812	KIMLEY-HORN AND ASSOCIATES INC	\$ 38,720.00
06/18/2021	ACH3813	M&M CONTRACTORS INC	\$ 3,182.75
06/18/2021	ACH3814	MANSON BOLVES DONALDSON VARN	\$ 26,907.50
06/18/2021	ACH3815	MSC INDUSTRIAL SUPPLY CO	\$ 1,984.33
06/18/2021	ACH3816	MUDD'S POWER AND PUMPS INC	\$ 3,500.00
06/18/2021	ACH3817	PITNEY BOWES	\$ 200.00
06/18/2021	ACH3818	PRO-CHEM INC	\$ 467.82
06/18/2021	ACH3819	PROGRESSIVE WATER RESOURCES LLC	\$ 15,348.75
06/18/2021	ACH3820	PUBLIC RISK INSURANCE AGENCY	\$ 406.00

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Date	Document Number	Payee Name / Description	Amount
06/18/2021	ACH3821	REXEL USA Inc	\$ 3,664.90
06/18/2021	ACH3822	RING POWER CORPORATION	\$ 7,346.62
06/18/2021	ACH3823	SENSIDYNE LP	\$ 1,642.33
06/18/2021	ACH3824	STANTEC CONSULTING SERVICES	\$ 7,070.00
06/18/2021	ACH3825	Sumner Land Management LLC	\$ 8,573.00
06/18/2021	ACH3826	SUNSHINE ACE HARDWARE	\$ 251.87
06/18/2021	ACH3827	SUNSHINE STATE ONE CALL OF FL INC	\$ 38.89
06/18/2021	ACH3828	Tampa Bay Trane	\$ 2,481.76
06/18/2021	ACH3829	TRANSCAT INC	\$ 319.45
06/18/2021	ACH3830	UNIVAR SOLUTIONS USA INC	\$ 50,013.69
06/18/2021	ACH3831	UPS	\$ 80.53
06/18/2021	ACH3832	USA Bluebook	\$ 1,454.33
06/18/2021	ACH3833	VOYAGER FLEET SYSTEMS INC	\$ 2,564.96
06/18/2021	ADBT061821	STATE OF FLORIDA DISBURSEMENT UNIT	\$ 444.75
06/18/2021	DBT061821	United States Treasury	\$ 39,204.78
06/18/2021	dbt061521	Valic	\$ 8,841.68
06/25/2021	ACH06252021	PNC Bank	\$ 4,743.75
06/29/2021	DBT062921	FLORIDA DIVISION OF RETIREMENT	\$ 44,491.43
Total			3,981,613.62

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Date	Document Number	Payee Name / Description	Amount
06/18/2021	ACH3776	1& Done Handyman LLC	\$ 825.00
06/04/2021	ACH3736	Abacus Web Services	\$ 1,000.00
06/18/2021	ACH3777	ADVANTAGE COMMUNICATIONS INC	\$ 3,900.00
05/07/2021	ACH3650	AECOM TECHNICAL SERVICES INC	\$ 3,194.50
05/07/2021	ACH3651	Air Mechanical & Service Corp	\$ 620.00
06/04/2021	ACH3737	Air Mechanical & Service Corp	\$ 3,517.00
05/07/2021	ACH3652	AIRGAS SPECIALTY PRODUCTS	\$ 2,916.30
05/21/2021	ACH3685	AIRGAS SPECIALTY PRODUCTS	\$ 3,056.04
06/18/2021	ACH3778	AIRGAS SPECIALTY PRODUCTS	\$ 3,007.72
05/21/2021	ACH3686	AIRGAS USA LLC	\$ 150.05
06/04/2021	ACH3738	AIRGAS USA LLC	\$ 146.50
06/18/2021	ACH3779	AIRGAS USA LLC	\$ 150.05
06/04/2021	ACH3739	Alan Jay Automotive Management Inc	\$ 35,871.00
06/04/2021	ACH3740	ALFA LAVAL INC	\$ 194.96
05/07/2021	ACH3653	ALLIED ELECTRONICS INC	\$ 61.32
06/18/2021	ACH3780	ALLIED ELECTRONICS INC	\$ 2,693.58
05/07/2021	ACH3654	ALLIED UNIVERSAL CORP	\$ 10,357.76
05/21/2021	ACH3687	ALLIED UNIVERSAL CORP	\$ 10,072.63
06/04/2021	ACH3741	ALLIED UNIVERSAL CORP	\$ 12,620.28
06/18/2021	ACH3781	ALLIED UNIVERSAL CORP	\$ 17,574.52
05/07/2021	39100	AMAZON	\$ 3,549.77
06/04/2021	39124	AMAZON	\$ 4,140.45
05/21/2021	ACH3688	ASRUS LLC	\$ 2,500.00
05/07/2021	ACH3655	B&D Technologies	\$ 2,660.34
05/07/2021	ACH3656	BATTERIES PLUS BULBS #451	\$ 805.80
06/18/2021	ACH3782	BATTERIES PLUS BULBS #451	\$ 2,037.40
06/04/2021	ACH3742	BEAMEX INC	\$ 33,867.00
05/07/2021	ACH3657	BENCHMARK ENVIROANALYTICAL INC	\$ 2,702.00
05/21/2021	ACH3689	BENCHMARK ENVIROANALYTICAL INC	\$ 2,695.00
06/18/2021	ACH3783	BENCHMARK ENVIROANALYTICAL INC	\$ 1,220.42
05/21/2021	39108	BILL'S BOTTLED WATER SERVICE	\$ 27.00
06/18/2021	39137	BILL'S BOTTLED WATER SERVICE	\$ 27.00
05/07/2021	ACH3658	BLACK & VEATCH	\$ 3,462.50
06/04/2021	ACH3743	BLACK & VEATCH	\$ 23,213.14
05/21/2021	ACH3690	BLUSITE SOLUTIONS OF SOUTHWEST FLORIDA	\$ 343.38
06/18/2021	ACH3784	BLUSITE SOLUTIONS OF SOUTHWEST FLORIDA	\$ 343.58
06/18/2021	39138	BOB DEAN SUPPLY INC	\$ 128.55
05/21/2021	39109	Braden River Utilities LLC	\$ 100.30
06/18/2021	39139	Braden River Utilities LLC	\$ 113.20
06/18/2021	ACH3785	Brenntag Mid-South Inc	\$ 14,379.20
05/07/2021	ACH3659	C & S CHEMICALS INC	\$ 65,376.63
05/21/2021	ACH3691	C & S CHEMICALS INC	\$ 90,513.02
06/04/2021	ACH3744	C & S CHEMICALS INC	\$ 30,209.77
06/18/2021	ACH3786	C & S CHEMICALS INC	\$ 97,893.60
05/07/2021	ACH3660	CarbPure Technologies LLC	\$ 71,984.80
05/21/2021	ACH3692	CarbPure Technologies LLC	\$ 108,530.20
06/04/2021	ACH3745	CarbPure Technologies LLC	\$ 95,605.80
06/18/2021	ACH3787	CarbPure Technologies LLC	\$ 120,490.80
06/18/2021	ACH3788	CAROLLO ENGINEERS INC	\$ 20,119.95
05/07/2021	ACH3661	CED - Port Charlotte	\$ 2,646.07
05/21/2021	ACH3693	CED - Port Charlotte	\$ 2,853.53
06/04/2021	ACH3746	CED - Port Charlotte	\$ 166.86
06/18/2021	ACH3789	CED - Port Charlotte	\$ 4.85
05/07/2021	ACH3662	CENTURYLINK	\$ 369.55
06/04/2021	ACH3747	CENTURYLINK	\$ 369.15
05/21/2021	ACH3694	Centurylink 3363	\$ 144.99
06/04/2021	ACH3748	CenturyLink-6358	\$ 1,645.59
05/07/2021	ACH3663	CHARLOTTE COUNTY BCC - LANDFILL	\$ 5,990.25
06/04/2021	ACH3749	CHARLOTTE COUNTY BCC - LANDFILL	\$ 4,878.57
05/07/2021	ACH3664	CHARLOTTE COUNTY BD OF COMMISSIONER	\$ 102,501.78

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Date	Document Number	Payee Name / Description	Amount
06/18/2021	ACH3790	CHARLOTTE COUNTY BD OF COMMISSIONER	\$ 102,269.78
05/21/2021	ACH3695	CHARLOTTE COUNTY UTILITIES	\$ 164,694.84
06/18/2021	ACH3791	CHARLOTTE COUNTY UTILITIES	\$ 164,694.84
05/21/2021	ACH3696	CINTAS	\$ 520.39
06/18/2021	ACH3792	CINTAS	\$ 375.43
05/07/2021	ACH3665	CINTAS FIRE 636525	\$ 1,526.25
06/04/2021	ACH3750	CINTAS FIRE 636525	\$ 167.31
06/18/2021	ACH3793	CINTAS FIRE 636525	\$ 644.00
06/04/2021	ACH3751	COLE-PARMER INSTRUMENT CO	\$ 63.14
05/07/2021	ACH3666	Commercial Industrial Supply	\$ 2,369.12
06/04/2021	ACH3752	Commercial Industrial Supply	\$ 82.50
05/21/2021	ACH3697	CORONADO LAWN SERVICE OF FL	\$ 3,410.00
06/04/2021	ACH3753	CORONADO LAWN SERVICE OF FL	\$ 4,774.00
06/18/2021	ACH3794	CORONADO LAWN SERVICE OF FL	\$ 2,835.00
05/21/2021	ACH3698	CULLIGAN WATER of Sarasota	\$ 211.58
06/18/2021	ACH3795	CULLIGAN WATER of Sarasota	\$ 211.58
06/04/2021	ACH3754	Cummins Power South	\$ 10,304.96
06/04/2021	39125	D M CONSTRUCTION CORP	\$ 11,778.52
06/18/2021	39140	D M CONSTRUCTION CORP	\$ 13,320.54
05/07/2021	ACH3667	DELL MARKETING LP	\$ 18,466.50
05/21/2021	ACH3699	DESOTO COUNTY (V)	\$ 66,333.33
06/18/2021	ACH3796	DESOTO COUNTY (V)	\$ 66,333.33
05/07/2021	39101	DESOTO COUNTY WATER UTILITY	\$ 1,606.59
06/18/2021	39141	DEX IMAGING	\$ 9.00
05/07/2021	ACH3668	DMK ASSOCIATES	\$ 732.50
06/18/2021	ACH3797	DMK ASSOCIATES	\$ 1,857.75
05/07/2021	39102	DMS-FINANCIAL MGMT SERVICES	\$ 590.20
06/04/2021	39126	DMS-FINANCIAL MGMT SERVICES	\$ 281.01
06/18/2021	ACH3798	DOUGLAS LEATH (V)	\$ 277.00
05/21/2021	ACH3700	DSS Services LLC	\$ 480.00
06/04/2021	ACH3755	DSS Services LLC	\$ 480.00
06/04/2021	ACH3756	E.F. GAINES SURVEYING SERVICES, INC	\$ 6,200.00
05/21/2021	ACH3701	EARTH BALANCE	\$ 8,565.42
05/21/2021	ACH3702	Entech	\$ 5,856.30
06/18/2021	ACH3799	Entech	\$ 5,856.30
06/04/2021	ACH3757	ENVIRONMENTAL PR GROUP	\$ 49,389.00
05/21/2021	ACH3703	Environmental Science Associates	\$ 8,220.00
06/04/2021	ACH3758	Environmental Science Associates	\$ 6,322.50
06/18/2021	ACH3800	F.J. Nugent & Associates Inc	\$ 6,701.56
06/18/2021	ACH3801	FEL-FT MYERS WATERWORKS	\$ 1,018.06
05/07/2021	39103	FENDER'S TIRE & BATTERY INC	\$ 500.00
05/21/2021	39110	FENDER'S TIRE & BATTERY INC	\$ 2,192.00
05/07/2021	ACH3669	Fisher Scientific	\$ 45.85
05/21/2021	ACH3704	Fisher Scientific	\$ 427.97
06/04/2021	ACH3759	Fisher Scientific	\$ 876.88
06/18/2021	ACH3802	Fisher Scientific	\$ 35.18
05/21/2021	ACH3705	Florida Coast Equipment	\$ 1,098.60
05/25/2021	DBT052521	FLORIDA DIVISION OF RETIREMENT	\$ 40,331.94
06/29/2021	DBT062921	FLORIDA DIVISION OF RETIREMENT	\$ 44,491.43
06/04/2021	ACH3760	Florida Lighting Maintenance LLC	\$ 3,000.00
05/07/2021	39104	FLORIDA POWER & LIGHT COMPANY	\$ 166,370.09
06/04/2021	39127	FLORIDA POWER & LIGHT COMPANY	\$ 127,587.15
06/18/2021	39142	FLORIDA TECHNICAL PRODUCTS INC	\$ 3,221.50
05/21/2021	ACH3706	FORD RITZ (V)	\$ 210.50
05/21/2021	ACH3707	FRONTIER COMMUNICATIONS	\$ 240.98
06/18/2021	ACH3803	FRONTIER COMMUNICATIONS	\$ 240.98
05/21/2021	ACH3708	GB Technologies Inc	\$ 2,747.00
06/18/2021	39143	GRAINGER	\$ 1,179.59
05/07/2021	ACH3670	Hach Company	\$ 1,246.50
05/21/2021	ACH3709	Hach Company	\$ 223.53

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06/04/2021	ACH3761	Hach Company	\$ 862.19
06/18/2021	ACH3804	Hach Company	\$ 1,251.01
06/18/2021	ACH3805	HAZEN AND SAWYER	\$ 6,470.60
05/21/2021	ACH3710	HDR ENGINEERING INC	\$ 127,326.92
06/04/2021	ACH3762	HDR ENGINEERING INC	\$ 123,269.54
06/04/2021	ACH3763	Hilltop Securities	\$ 1,500.00
05/21/2021	39111	HOME DEPOT	\$ 451.54
06/04/2021	39128	HOME DEPOT	\$ 185.98
06/18/2021	39144	HOME DEPOT	\$ 309.28
06/04/2021	ACH3764	Hudson Pump	\$ 4,500.00
05/21/2021	ACH3711	HVMI LLC	\$ 14,491.80
06/18/2021	ACH3806	HVMI LLC	\$ 9,809.10
06/04/2021	ACH3765	IDEXX DISTRIBUTION INC	\$ 819.43
06/18/2021	ACH3807	Instrument Specialties INC	\$ 8,739.00
06/04/2021	ACH3766	J H HAM ENGINEERING INC	\$ 52,842.85
05/21/2021	ACH3714	JANICKI ENVIRONMENTAL INC	\$ 28,857.00
06/18/2021	ACH3810	JANICKI ENVIRONMENTAL INC	\$ 28,857.00
05/21/2021	ACH3712	JAN-PRO CLEANING SYSTEMS OF SW FLORIDA	\$ 595.00
06/18/2021	ACH3808	JAN-PRO CLEANING SYSTEMS OF SW FLORIDA	\$ 460.00
05/21/2021	ACH3713	JAN-PRO OF MANASOTA	\$ 544.00
06/18/2021	ACH3809	JAN-PRO OF MANASOTA	\$ 544.00
05/21/2021	ACH3715	JOHNSON ENGINEERING INC	\$ 17,618.50
05/07/2021	39105	KED GROUP INC	\$ 13,552.00
06/18/2021	39145	KED GROUP INC	\$ 5,888.00
05/07/2021	ACH3671	KEETON'S OFFICE & ART SUPPLY	\$ 302.76
05/21/2021	ACH3716	KEETON'S OFFICE & ART SUPPLY	\$ 278.32
06/04/2021	ACH3767	KEETON'S OFFICE & ART SUPPLY	\$ 33.72
06/18/2021	ACH3811	KEETON'S OFFICE & ART SUPPLY	\$ 1,046.58
05/21/2021	39112	Ken Burton Jr Tax Collector	\$ 7.50
05/07/2021	ACH3672	KIMLEY-HORN AND ASSOCIATES INC	\$ 43,330.00
06/18/2021	ACH3812	KIMLEY-HORN AND ASSOCIATES INC	\$ 38,720.00
05/21/2021	ACH3717	Liquid Engineering Corp	\$ 8,800.00
05/21/2021	ACH3718	M&M CONTRACTORS INC	\$ 5,035.40
06/18/2021	ACH3813	M&M CONTRACTORS INC	\$ 3,182.75
05/21/2021	ACH3719	MADER ELECTRIC INC	\$ 1,920.00
05/21/2021	39113	Manatee County Utilities Department	\$ 374.71
06/04/2021	39129	Manatee County Utilities Department	\$ 205.34
05/07/2021	ACH3673	MANSON BOLVES DONALDSON VARN	\$ 14,450.00
06/18/2021	ACH3814	MANSON BOLVES DONALDSON VARN	\$ 26,907.50
05/21/2021	ACH3720	Marisol Garcia (V)	\$ 2,781.00
05/07/2021	39106	McCABE & ASSOCIATES	\$ 3,000.00
05/07/2021	ACH3674	MSC INDUSTRIAL SUPPLY CO	\$ 645.12
05/21/2021	ACH3721	MSC INDUSTRIAL SUPPLY CO	\$ 755.71
06/04/2021	ACH3768	MSC INDUSTRIAL SUPPLY CO	\$ 55.30
06/18/2021	ACH3815	MSC INDUSTRIAL SUPPLY CO	\$ 1,984.33
06/18/2021	ACH3816	MUDD'S POWER AND PUMPS INC	\$ 3,500.00
05/21/2021	39114	NaturZone Pest Control	\$ 136.00
06/18/2021	39146	NaturZone Pest Control	\$ 76.00
05/21/2021	ACH3722	Nicholas Woolston (V)	\$ 125.00
06/04/2021	ACH3769	OVIVO USA LLC	\$ 25,722.30
05/07/2021	ACH3675	PHENOVA INC	\$ 308.20
06/18/2021	ACH3817	PITNEY BOWES	\$ 200.00
05/25/2021	ACH05252021	PNC Bank	\$ 2,542.48
06/25/2021	ACH06252021	PNC Bank	\$ 4,743.75
05/21/2021	ACH3723	PORT CHARLOTTE LOCK AND KEY	\$ 786.00
06/18/2021	39147	PREFERRED GOVERNMENT INSURANCE TRUS	\$ 14,097.00
05/21/2021	ACH3724	PRO-CHEM INC	\$ 294.70
06/18/2021	ACH3818	PRO-CHEM INC	\$ 467.82
05/07/2021	ACH3676	PROGRESSIVE WATER RESOURCES LLC	\$ 9,423.75
05/21/2021	ACH3725	PROGRESSIVE WATER RESOURCES LLC	\$ 55,727.50

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06/18/2021	ACH3819	PROGRESSIVE WATER RESOURCES LLC	\$ 15,348.75
05/07/2021	ACH3677	PUBLIC RISK INSURANCE AGENCY	\$ 336,157.00
06/18/2021	ACH3820	PUBLIC RISK INSURANCE AGENCY	\$ 406.00
06/04/2021	39130	QUALITY STARTER & ALT SER INC	\$ 304.35
05/06/2021		QuickBooks Payroll Service	\$ 93,773.25
05/20/2021		QuickBooks Payroll Service	\$ 93,278.09
06/03/2021		QuickBooks Payroll Service	\$ 93,561.59
06/17/2021		QuickBooks Payroll Service	\$ 103,718.65
05/21/2021	ACH3726	Rachel V Kersten (V)	\$ 149.35
06/18/2021	ACH3821	REXEL USA Inc	\$ 3,664.90
05/21/2021	ACH3727	RING POWER CORPORATION	\$ 2,856.00
06/18/2021	ACH3822	RING POWER CORPORATION	\$ 7,346.62
05/21/2021	39115	SAM'S CLUB	\$ 179.74
06/04/2021	39131	SARASOTA HERALD TRIBUNE	\$ 618.75
05/21/2021	39116	SARASOTA TROPHY & AWARDS INC	\$ 100.00
06/18/2021	ACH3823	SENSIDYNE LP	\$ 1,642.33
06/04/2021	39132	Sewer Viewer Inc	\$ 2,500.00
05/21/2021	ACH3728	SIEMENS INDUSTRY INC	\$ 4,614.00
06/18/2021	39148	SMITH RANCH & GARDEN INC	\$ 759.50
06/04/2021	39133	SOLINST CANADA LTD	\$ 13,332.60
05/21/2021	39117	SOUTHWEST MOBILE MECHANIC	\$ 2,675.00
05/21/2021	39118	SPECIALTY PARTS	\$ 9.36
06/04/2021	39134	SPECIALTY PARTS	\$ 402.05
05/21/2021	ACH3729	STANTEC CONSULTING SERVICES	\$ 3,015.84
06/18/2021	ACH3824	STANTEC CONSULTING SERVICES	\$ 7,070.00
05/07/2021	ADBT050721	STATE OF FLORIDA DISBURSEMENT UNIT	\$ 444.75
05/21/2021	ADBT052121	STATE OF FLORIDA DISBURSEMENT UNIT	\$ 444.75
06/04/2021	ADBT060421	STATE OF FLORIDA DISBURSEMENT UNIT	\$ 444.75
06/18/2021	ADBT061821	STATE OF FLORIDA DISBURSEMENT UNIT	\$ 444.75
06/18/2021	ACH3825	Sumner Land Management LLC	\$ 8,573.00
05/07/2021	ACH3678	SUNSHINE ACE HARDWARE	\$ 296.73
05/21/2021	ACH3730	SUNSHINE ACE HARDWARE	\$ 285.93
06/04/2021	ACH3770	SUNSHINE ACE HARDWARE	\$ 151.86
06/18/2021	ACH3826	SUNSHINE ACE HARDWARE	\$ 251.87
05/21/2021	ACH3731	SUNSHINE STATE ONE CALL OF FL INC	\$ 38.89
06/04/2021	ACH3771	SUNSHINE STATE ONE CALL OF FL INC	\$ 38.89
06/18/2021	ACH3827	SUNSHINE STATE ONE CALL OF FL INC	\$ 38.89
05/21/2021	39119	SUTTER ROOFING COMPANY OF FLORIDA	\$ 575.00
06/18/2021	ACH3828	Tampa Bay Trane	\$ 2,481.76
06/18/2021	39149	TEST GAUGE INC	\$ 862.55
05/21/2021	ACH3732	THE LAKE DOCTORS INC	\$ -
06/04/2021	ACH3772	THE LAKE DOCTORS INC	\$ 2,600.00
06/04/2021	39135	THE SUN	\$ 190.19
06/18/2021	39150	THE SUN	\$ 287.43
05/07/2021	ACH3679	THERMO ELECTRON NORTH AMERICA LLC	\$ 1,082.00
05/07/2021	39107	TRACTOR SUPPLY COMPANY CREDIT PLAN	\$ 23.97
06/04/2021	39136	TRACTOR SUPPLY COMPANY CREDIT PLAN	\$ 125.00
06/18/2021	ACH3829	TRANSCAT INC	\$ 319.45
05/21/2021	39120	TREASURY SOFTWARE CORP	\$ 959.40
05/07/2021	ACH3680	TRULY NOLEN BRANCH 079	\$ 258.00
05/21/2021	39121	U.S. BANK EQUIPMENT FINANCE	\$ 1,052.67
06/18/2021	39151	U.S. BANK EQUIPMENT FINANCE	\$ 1,052.67
05/07/2021	ACH3681	ULINE	\$ 273.02
06/04/2021	ACH3773	ULINE	\$ 450.09
05/07/2021	DBT050721	United States Treasury	\$ 33,023.38
05/21/2021	DBT052121	United States Treasury	\$ 32,462.24
06/04/2021	DBT060421	United States Treasury	\$ 32,500.88
06/18/2021	DBT061821	United States Treasury	\$ 39,204.78
06/18/2021	ACH3830	UNIVAR SOLUTIONS USA INC	\$ 50,013.69
05/07/2021	ACH3682	UPS	\$ 108.29

PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY

CHECK REGISTER: MAY & JUNE 2021

Alphabetically by Vendor

PUBLIC FUNDS INTEREST CHECKING (PNC)

Date	Document Number	Payee Name / Description	Amount
05/21/2021	ACH3733	UPS	\$ 51.02
06/18/2021	ACH3831	UPS	\$ 80.53
05/07/2021	ACH3683	USA Bluebook	\$ 755.68
05/21/2021	ACH3734	USA Bluebook	\$ 3,320.99
06/04/2021	ACH3774	USA Bluebook	\$ 335.91
06/18/2021	ACH3832	USA Bluebook	\$ 1,454.33
05/07/2021	dbt050721	Valic	\$ 8,902.36
05/21/2021	dbt052121	Valic	\$ 8,805.48
06/04/2021	DBT60421	Valic	\$ 8,784.69
06/18/2021	dbt061521	Valic	\$ 8,841.68
05/21/2021	39122	VERIZON WIRELESS	\$ 91.88
05/21/2021	ACH3735	VOYAGER FLEET SYSTEMS INC	\$ 3,608.39
06/18/2021	ACH3833	VOYAGER FLEET SYSTEMS INC	\$ 2,564.96
05/07/2021	ACH3684	Wade Trim INC	\$ 31,048.41
06/04/2021	ACH3775	Wade Trim INC	\$ 13,043.32
05/21/2021	39123	Waste Pro Bradenton/Sarasota	\$ 240.67
06/18/2021	39152	Waste Pro Bradenton/Sarasota	\$ 190.00
06/18/2021	39153	WOMACK SANITATION INC	\$ 298.00
Total			3,981,613.62

PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY**CHECK REGISTER: MAY & JUNE 2021****By Amount Largest to Smallest****PUBLIC FUNDS INTEREST CHECKING (PNC)**

Date	Document Number	Payee Name / Description	Amount
05/07/2021	ACH3677	PUBLIC RISK INSURANCE AGENCY	\$ 336,157.00
05/07/2021	39104	FLORIDA POWER & LIGHT COMPANY	\$ 166,370.09
05/21/2021	ACH3695	CHARLOTTE COUNTY UTILITIES	\$ 164,694.84
06/18/2021	ACH3791	CHARLOTTE COUNTY UTILITIES	\$ 164,694.84
06/04/2021	39127	FLORIDA POWER & LIGHT COMPANY	\$ 127,587.15
05/21/2021	ACH3710	HDR ENGINEERING INC	\$ 127,326.92
06/04/2021	ACH3762	HDR ENGINEERING INC	\$ 123,269.54
06/18/2021	ACH3787	CarbPure Technologies LLC	\$ 120,490.80
05/21/2021	ACH3692	CarbPure Technologies LLC	\$ 108,530.20
06/17/2021		QuickBooks Payroll Service	\$ 103,718.65
05/07/2021	ACH3664	CHARLOTTE COUNTY BD OF COMMISSIONER	\$ 102,501.78
06/18/2021	ACH3790	CHARLOTTE COUNTY BD OF COMMISSIONER	\$ 102,269.78
06/18/2021	ACH3786	C & S CHEMICALS INC	\$ 97,893.60
06/04/2021	ACH3745	CarbPure Technologies LLC	\$ 95,605.80
05/06/2021		QuickBooks Payroll Service	\$ 93,773.25
06/03/2021		QuickBooks Payroll Service	\$ 93,561.59
05/20/2021		QuickBooks Payroll Service	\$ 93,278.09
05/21/2021	ACH3691	C & S CHEMICALS INC	\$ 90,513.02
05/07/2021	ACH3660	CarbPure Technologies LLC	\$ 71,984.80
05/21/2021	ACH3699	DESOTO COUNTY (V)	\$ 66,333.33
06/18/2021	ACH3796	DESOTO COUNTY (V)	\$ 66,333.33
05/07/2021	ACH3659	C & S CHEMICALS INC	\$ 65,376.63
05/21/2021	ACH3725	PROGRESSIVE WATER RESOURCES LLC	\$ 55,727.50
06/04/2021	ACH3766	J H HAM ENGINEERING INC	\$ 52,842.85
06/18/2021	ACH3830	UNIVAR SOLUTIONS USA INC	\$ 50,013.69
06/04/2021	ACH3757	ENVIRONMENTAL PR GROUP	\$ 49,389.00
06/29/2021	DBT062921	FLORIDA DIVISION OF RETIREMENT	\$ 44,491.43
05/07/2021	ACH3672	KIMLEY-HORN AND ASSOCIATES INC	\$ 43,330.00
05/25/2021	DBT052521	FLORIDA DIVISION OF RETIREMENT	\$ 40,331.94
06/18/2021	DBT061821	United States Treasury	\$ 39,204.78
06/18/2021	ACH3812	KIMLEY-HORN AND ASSOCIATES INC	\$ 38,720.00
06/04/2021	ACH3739	Alan Jay Automotive Management Inc	\$ 35,871.00
06/04/2021	ACH3742	BEAMEX INC	\$ 33,867.00
05/07/2021	DBT050721	United States Treasury	\$ 33,023.38
06/04/2021	DBT060421	United States Treasury	\$ 32,500.88
05/21/2021	DBT052121	United States Treasury	\$ 32,462.24
05/07/2021	ACH3684	Wade Trim INC	\$ 31,048.41
06/04/2021	ACH3744	C & S CHEMICALS INC	\$ 30,209.77
05/21/2021	ACH3714	JANICKI ENVIRONMENTAL INC	\$ 28,857.00
06/18/2021	ACH3810	JANICKI ENVIRONMENTAL INC	\$ 28,857.00
06/18/2021	ACH3814	MANSON BOLVES DONALDSON VARN	\$ 26,907.50
06/04/2021	ACH3769	OVIVO USA LLC	\$ 25,722.30
06/04/2021	ACH3743	BLACK & VEATCH	\$ 23,213.14
06/18/2021	ACH3788	CAROLLO ENGINEERS INC	\$ 20,119.95
05/07/2021	ACH3667	DELL MARKETING LP	\$ 18,466.50
05/21/2021	ACH3715	JOHNSON ENGINEERING INC	\$ 17,618.50
06/18/2021	ACH3781	ALLIED UNIVERSAL CORP	\$ 17,574.52
06/18/2021	ACH3819	PROGRESSIVE WATER RESOURCES LLC	\$ 15,348.75
05/21/2021	ACH3711	HVMI LLC	\$ 14,491.80
05/07/2021	ACH3673	MANSON BOLVES DONALDSON VARN	\$ 14,450.00
06/18/2021	ACH3785	Brenntag Mid-South Inc	\$ 14,379.20
06/18/2021	39147	PREFERRED GOVERNMENT INSURANCE TRUS	\$ 14,097.00
05/07/2021	39105	KED GROUP INC	\$ 13,552.00
06/04/2021	39133	SOLINST CANADA LTD	\$ 13,332.60
06/18/2021	39140	D M CONSTRUCTION CORP	\$ 13,320.54
06/04/2021	ACH3775	Wade Trim INC	\$ 13,043.32
06/04/2021	ACH3741	ALLIED UNIVERSAL CORP	\$ 12,620.28
06/04/2021	39125	D M CONSTRUCTION CORP	\$ 11,778.52
05/07/2021	ACH3654	ALLIED UNIVERSAL CORP	\$ 10,357.76
06/04/2021	ACH3754	Cummins Power South	\$ 10,304.96

PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY**CHECK REGISTER: MAY & JUNE 2021****By Amount Largest to Smallest****PUBLIC FUNDS INTEREST CHECKING (PNC)**

Date	Document Number	Payee Name / Description	Amount
05/21/2021	ACH3687	ALLIED UNIVERSAL CORP	\$ 10,072.63
06/18/2021	ACH3806	HVMI LLC	\$ 9,809.10
05/07/2021	ACH3676	PROGRESSIVE WATER RESOURCES LLC	\$ 9,423.75
05/07/2021	dbt050721	Valic	\$ 8,902.36
06/18/2021	dbt061521	Valic	\$ 8,841.68
05/21/2021	dbt052121	Valic	\$ 8,805.48
05/21/2021	ACH3717	Liquid Engineering Corp	\$ 8,800.00
06/04/2021	DBT60421	Valic	\$ 8,784.69
06/18/2021	ACH3807	Instrument Specialties INC	\$ 8,739.00
06/18/2021	ACH3825	Sumner Land Management LLC	\$ 8,573.00
05/21/2021	ACH3701	EARTH BALANCE	\$ 8,565.42
05/21/2021	ACH3703	Environmental Science Associates	\$ 8,220.00
06/18/2021	ACH3822	RING POWER CORPORATION	\$ 7,346.62
06/18/2021	ACH3824	STANTEC CONSULTING SERVICES	\$ 7,070.00
06/18/2021	ACH3800	F.J. Nugent & Associates Inc	\$ 6,701.56
06/18/2021	ACH3805	HAZEN AND SAWYER	\$ 6,470.60
06/04/2021	ACH3758	Environmental Science Associates	\$ 6,322.50
06/04/2021	ACH3756	E.F. GAINES SURVEYING SERVICES, INC	\$ 6,200.00
05/07/2021	ACH3663	CHARLOTTE COUNTY BCC - LANDFILL	\$ 5,990.25
06/18/2021	39145	KED GROUP INC	\$ 5,888.00
05/21/2021	ACH3702	Entech	\$ 5,856.30
06/18/2021	ACH3799	Entech	\$ 5,856.30
05/21/2021	ACH3718	M&M CONTRACTORS INC	\$ 5,035.40
06/04/2021	ACH3749	CHARLOTTE COUNTY BCC - LANDFILL	\$ 4,878.57
06/04/2021	ACH3753	CORONADO LAWN SERVICE OF FL	\$ 4,774.00
06/25/2021	ACH06252021	PNC Bank	\$ 4,743.75
05/21/2021	ACH3728	SIEMENS INDUSTRY INC	\$ 4,614.00
06/04/2021	ACH3764	Hudson Pump	\$ 4,500.00
06/04/2021	39124	AMAZON	\$ 4,140.45
06/18/2021	ACH3777	ADVANTAGE COMMUNICATIONS INC	\$ 3,900.00
06/18/2021	ACH3821	REXEL USA Inc	\$ 3,664.90
05/21/2021	ACH3735	VOYAGER FLEET SYSTEMS INC	\$ 3,608.39
05/07/2021	39100	AMAZON	\$ 3,549.77
06/04/2021	ACH3737	Air Mechanical & Service Corp	\$ 3,517.00
06/18/2021	ACH3816	MUDD'S POWER AND PUMPS INC	\$ 3,500.00
05/07/2021	ACH3658	BLACK & VEATCH	\$ 3,462.50
05/21/2021	ACH3697	CORONADO LAWN SERVICE OF FL	\$ 3,410.00
05/21/2021	ACH3734	USA Bluebook	\$ 3,320.99
06/18/2021	39142	FLORIDA TECHNICAL PRODUCTS INC	\$ 3,221.50
05/07/2021	ACH3650	AECOM TECHNICAL SERVICES INC	\$ 3,194.50
06/18/2021	ACH3813	M&M CONTRACTORS INC	\$ 3,182.75
05/21/2021	ACH3685	AIRGAS SPECIALTY PRODUCTS	\$ 3,056.04
05/21/2021	ACH3729	STANTEC CONSULTING SERVICES	\$ 3,015.84
06/18/2021	ACH3778	AIRGAS SPECIALTY PRODUCTS	\$ 3,007.72
06/04/2021	ACH3760	Florida Lighting Maintenance LLC	\$ 3,000.00
05/07/2021	39106	McCABE & ASSOCIATES	\$ 3,000.00
05/07/2021	ACH3652	AIRGAS SPECIALTY PRODUCTS	\$ 2,916.30
05/21/2021	ACH3727	RING POWER CORPORATION	\$ 2,856.00
05/21/2021	ACH3693	CED - Port Charlotte	\$ 2,853.53
06/18/2021	ACH3794	CORONADO LAWN SERVICE OF FL	\$ 2,835.00
05/21/2021	ACH3720	Marisol Garcia (V)	\$ 2,781.00
05/21/2021	ACH3708	GB Technologies Inc	\$ 2,747.00
05/07/2021	ACH3657	BENCHMARK ENVIROANALYTICAL INC	\$ 2,702.00
05/21/2021	ACH3689	BENCHMARK ENVIROANALYTICAL INC	\$ 2,695.00
06/18/2021	ACH3780	ALLIED ELECTRONICS INC	\$ 2,693.58
05/21/2021	39117	SOUTHWEST MOBILE MECHANIC	\$ 2,675.00
05/07/2021	ACH3655	B&D Technologies	\$ 2,660.34
05/07/2021	ACH3661	CED - Port Charlotte	\$ 2,646.07
06/04/2021	ACH3772	THE LAKE DOCTORS INC	\$ 2,600.00
06/18/2021	ACH3833	VOYAGER FLEET SYSTEMS INC	\$ 2,564.96

PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY**CHECK REGISTER: MAY & JUNE 2021****By Amount Largest to Smallest****PUBLIC FUNDS INTEREST CHECKING (PNC)**

Date	Document Number	Payee Name / Description	Amount
05/25/2021	ACH05252021	PNC Bank	\$ 2,542.48
05/21/2021	ACH3688	ASRUS LLC	\$ 2,500.00
06/04/2021	39132	Sewer Viewer Inc	\$ 2,500.00
06/18/2021	ACH3828	Tampa Bay Trane	\$ 2,481.76
05/07/2021	ACH3666	Commercial Industrial Supply	\$ 2,369.12
05/21/2021	39110	FENDER'S TIRE & BATTERY INC	\$ 2,192.00
06/18/2021	ACH3782	BATTERIES PLUS BULBS #451	\$ 2,037.40
06/18/2021	ACH3815	MSC INDUSTRIAL SUPPLY CO	\$ 1,984.33
05/21/2021	ACH3719	MADER ELECTRIC INC	\$ 1,920.00
06/18/2021	ACH3797	DMK ASSOCIATES	\$ 1,857.75
06/04/2021	ACH3748	CenturyLink-6358	\$ 1,645.59
06/18/2021	ACH3823	SENSIDYNE LP	\$ 1,642.33
05/07/2021	39101	DESOTO COUNTY WATER UTILITY	\$ 1,606.59
05/07/2021	ACH3665	CINTAS FIRE 636525	\$ 1,526.25
06/04/2021	ACH3763	Hilltop Securities	\$ 1,500.00
06/18/2021	ACH3832	USA Bluebook	\$ 1,454.33
06/18/2021	ACH3804	Hach Company	\$ 1,251.01
05/07/2021	ACH3670	Hach Company	\$ 1,246.50
06/18/2021	ACH3783	BENCHMARK ENVIROANALYTICAL INC	\$ 1,220.42
06/18/2021	39143	GRAINGER	\$ 1,179.59
05/21/2021	ACH3705	Florida Coast Equipment	\$ 1,098.60
05/07/2021	ACH3679	THERMO ELECTRON NORTH AMERICA LLC	\$ 1,082.00
05/21/2021	39121	U.S. BANK EQUIPMENT FINANCE	\$ 1,052.67
06/18/2021	39151	U.S. BANK EQUIPMENT FINANCE	\$ 1,052.67
06/18/2021	ACH3811	KEETON'S OFFICE & ART SUPPLY	\$ 1,046.58
06/18/2021	ACH3801	FEL-FT MYERS WATERWORKS	\$ 1,018.06
06/04/2021	ACH3736	Abacus Web Services	\$ 1,000.00
05/21/2021	39120	TREASURY SOFTWARE CORP	\$ 959.40
06/04/2021	ACH3759	Fisher Scientific	\$ 876.88
06/18/2021	39149	TEST GAUGE INC	\$ 862.55
06/04/2021	ACH3761	Hach Company	\$ 862.19
06/18/2021	ACH3776	1& Done Handyman LLC	\$ 825.00
06/04/2021	ACH3765	IDEXX DISTRIBUTION INC	\$ 819.43
05/07/2021	ACH3656	BATTERIES PLUS BULBS #451	\$ 805.80
05/21/2021	ACH3723	PORT CHARLOTTE LOCK AND KEY	\$ 786.00
06/18/2021	39148	SMITH RANCH & GARDEN INC	\$ 759.50
05/21/2021	ACH3721	MSC INDUSTRIAL SUPPLY CO	\$ 755.71
05/07/2021	ACH3683	USA Bluebook	\$ 755.68
05/07/2021	ACH3668	DMK ASSOCIATES	\$ 732.50
05/07/2021	ACH3674	MSC INDUSTRIAL SUPPLY CO	\$ 645.12
06/18/2021	ACH3793	CINTAS FIRE 636525	\$ 644.00
05/07/2021	ACH3651	Air Mechanical & Service Corp	\$ 620.00
06/04/2021	39131	SARASOTA HERALD TRIBUNE	\$ 618.75
05/21/2021	ACH3712	JAN-PRO CLEANING SYSTEMS OF SW FLORIDA	\$ 595.00
05/07/2021	39102	DMS-FINANCIAL MGMT SERVICES	\$ 590.20
05/21/2021	39119	SUTTER ROOFING COMPANY OF FLORIDA	\$ 575.00
05/21/2021	ACH3713	JAN-PRO OF MANASOTA	\$ 544.00
06/18/2021	ACH3809	JAN-PRO OF MANASOTA	\$ 544.00
05/21/2021	ACH3696	CINTAS	\$ 520.39
05/07/2021	39103	FENDER'S TIRE & BATTERY INC	\$ 500.00
05/21/2021	ACH3700	DSS Services LLC	\$ 480.00
06/04/2021	ACH3755	DSS Services LLC	\$ 480.00
06/18/2021	ACH3818	PRO-CHEM INC	\$ 467.82
06/18/2021	ACH3808	JAN-PRO CLEANING SYSTEMS OF SW FLORIDA	\$ 460.00
05/21/2021	39111	HOME DEPOT	\$ 451.54
06/04/2021	ACH3773	ULINE	\$ 450.09
05/07/2021	ADBT050721	STATE OF FLORIDA DISBURSEMENT UNIT	\$ 444.75
05/21/2021	ADBT052121	STATE OF FLORIDA DISBURSEMENT UNIT	\$ 444.75
06/04/2021	ADBT060421	STATE OF FLORIDA DISBURSEMENT UNIT	\$ 444.75
06/18/2021	ADBT061821	STATE OF FLORIDA DISBURSEMENT UNIT	\$ 444.75

PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY**CHECK REGISTER: MAY & JUNE 2021****By Amount Largest to Smallest****PUBLIC FUNDS INTEREST CHECKING (PNC)**

Date	Document Number	Payee Name / Description	Amount
05/21/2021	ACH3704	Fisher Scientific	\$ 427.97
06/18/2021	ACH3820	PUBLIC RISK INSURANCE AGENCY	\$ 406.00
06/04/2021	39134	SPECIALTY PARTS	\$ 402.05
06/18/2021	ACH3792	CINTAS	\$ 375.43
05/21/2021	39113	Manatee County Utilities Department	\$ 374.71
05/07/2021	ACH3662	CENTURYLINK	\$ 369.55
06/04/2021	ACH3747	CENTURYLINK	\$ 369.15
06/18/2021	ACH3784	BLUSITE SOLUTIONS OF SOUTHWEST FLORIDA	\$ 343.58
05/21/2021	ACH3690	BLUSITE SOLUTIONS OF SOUTHWEST FLORIDA	\$ 343.38
06/04/2021	ACH3774	USA Bluebook	\$ 335.91
06/18/2021	ACH3829	TRANSCAT INC	\$ 319.45
06/18/2021	39144	HOME DEPOT	\$ 309.28
05/07/2021	ACH3675	PHENOVA INC	\$ 308.20
06/04/2021	39130	QUALITY STARTER & ALT SER INC	\$ 304.35
05/07/2021	ACH3671	KEETON'S OFFICE & ART SUPPLY	\$ 302.76
06/18/2021	39153	WOMACK SANITATION INC	\$ 298.00
05/07/2021	ACH3678	SUNSHINE ACE HARDWARE	\$ 296.73
05/21/2021	ACH3724	PRO-CHEM INC	\$ 294.70
06/18/2021	39150	THE SUN	\$ 287.43
05/21/2021	ACH3730	SUNSHINE ACE HARDWARE	\$ 285.93
06/04/2021	39126	DMS-FINANCIAL MGMT SERVICES	\$ 281.01
05/21/2021	ACH3716	KEETON'S OFFICE & ART SUPPLY	\$ 278.32
06/18/2021	ACH3798	DOUGLAS LEATH (V)	\$ 277.00
05/07/2021	ACH3681	ULINE	\$ 273.02
05/07/2021	ACH3680	TRULY NOLEN BRANCH 079	\$ 258.00
06/18/2021	ACH3826	SUNSHINE ACE HARDWARE	\$ 251.87
05/21/2021	ACH3707	FRONTIER COMMUNICATIONS	\$ 240.98
06/18/2021	ACH3803	FRONTIER COMMUNICATIONS	\$ 240.98
05/21/2021	39123	Waste Pro Bradenton/Sarasota	\$ 240.67
05/21/2021	ACH3709	Hach Company	\$ 223.53
05/21/2021	ACH3698	CULLIGAN WATER of Sarasota	\$ 211.58
06/18/2021	ACH3795	CULLIGAN WATER of Sarasota	\$ 211.58
05/21/2021	ACH3706	FORD RITZ (V)	\$ 210.50
06/04/2021	39129	Manatee County Utilities Department	\$ 205.34
06/18/2021	ACH3817	PITNEY BOWES	\$ 200.00
06/04/2021	ACH3740	ALFA LAVAL INC	\$ 194.96
06/04/2021	39135	THE SUN	\$ 190.19
06/18/2021	39152	Waste Pro Bradenton/Sarasota	\$ 190.00
06/04/2021	39128	HOME DEPOT	\$ 185.98
05/21/2021	39115	SAM'S CLUB	\$ 179.74
06/04/2021	ACH3750	CINTAS FIRE 636525	\$ 167.31
06/04/2021	ACH3746	CED - Port Charlotte	\$ 166.86
06/04/2021	ACH3770	SUNSHINE ACE HARDWARE	\$ 151.86
05/21/2021	ACH3686	AIRGAS USA LLC	\$ 150.05
06/18/2021	ACH3779	AIRGAS USA LLC	\$ 150.05
05/21/2021	ACH3726	Rachel V Kersten (V)	\$ 149.35
06/04/2021	ACH3738	AIRGAS USA LLC	\$ 146.50
05/21/2021	ACH3694	Centurylink 3363	\$ 144.99
05/21/2021	39114	NaturZone Pest Control	\$ 136.00
06/18/2021	39138	BOB DEAN SUPPLY INC	\$ 128.55
05/21/2021	ACH3722	Nicholas Woolston (V)	\$ 125.00
06/04/2021	39136	TRACTOR SUPPLY COMPANY CREDIT PLAN	\$ 125.00
06/18/2021	39139	Braden River Utilities LLC	\$ 113.20
05/07/2021	ACH3682	UPS	\$ 108.29
05/21/2021	39109	Braden River Utilities LLC	\$ 100.30
05/21/2021	39116	SARASOTA TROPHY & AWARDS INC	\$ 100.00
05/21/2021	39122	VERIZON WIRELESS	\$ 91.88
06/04/2021	ACH3752	Commercial Industrial Supply	\$ 82.50
06/18/2021	ACH3831	UPS	\$ 80.53
06/18/2021	39146	NaturZone Pest Control	\$ 76.00

PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY

CHECK REGISTER: MAY & JUNE 2021

By Amount Largest to Smallest

PUBLIC FUNDS INTEREST CHECKING (PNC)

Date	Document Number	Payee Name / Description	Amount
06/04/2021	ACH3751	COLE-PARMER INSTRUMENT CO	\$ 63.14
05/07/2021	ACH3653	ALLIED ELECTRONICS INC	\$ 61.32
06/04/2021	ACH3768	MSC INDUSTRIAL SUPPLY CO	\$ 55.30
05/21/2021	ACH3733	UPS	\$ 51.02
05/07/2021	ACH3669	Fisher Scientific	\$ 45.85
05/21/2021	ACH3731	SUNSHINE STATE ONE CALL OF FL INC	\$ 38.89
06/04/2021	ACH3771	SUNSHINE STATE ONE CALL OF FL INC	\$ 38.89
06/18/2021	ACH3827	SUNSHINE STATE ONE CALL OF FL INC	\$ 38.89
06/18/2021	ACH3802	Fisher Scientific	\$ 35.18
06/04/2021	ACH3767	KEETON'S OFFICE & ART SUPPLY	\$ 33.72
05/21/2021	39108	BILL'S BOTTLED WATER SERVICE	\$ 27.00
06/18/2021	39137	BILL'S BOTTLED WATER SERVICE	\$ 27.00
05/07/2021	39107	TRACTOR SUPPLY COMPANY CREDIT PLAN	\$ 23.97
05/21/2021	39118	SPECIALTY PARTS	\$ 9.36
06/18/2021	39141	DEX IMAGING	\$ 9.00
05/21/2021	39112	Ken Burton Jr Tax Collector	\$ 7.50
06/18/2021	ACH3789	CED - Port Charlotte	\$ 4.85
05/21/2021	ACH3732	THE LAKE DOCTORS INC	\$ -
Total			3,981,613.62

PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY
CHECK REGISTER: MAY & JUNE 2021

CONSTRUCTION CHECKING (PNC)

Date	Document Number	Payee Name / Description	Amount
05/07/2021	CACH175	HAZEN AND SAWYER	\$ 16,542.80
05/21/2021	CACH176	GARNEY CONSTRUCTION	\$ 58,668.20
05/21/2021	CACH177	KING ENGINEERING ASSOCIATES INC CIP	\$ 67,114.69
06/18/2021	CACH178	AECOM TECHNICAL SERVICES INC	\$ 1,246.00
06/18/2021	CACH179	KING ENGINEERING ASSOCIATES INC CIP	\$ 42,560.80
		Total	\$ 186,132.49

PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY

CHECK REGISTER: MAY & JUNE 2021

Alphabetically by Vendor

CONSTRUCTION CHECKING (PNC)

Date	Document Number	Payee Name / Description	Amount
06/18/2021	CACH178	AECOM TECHNICAL SERVICES INC	\$ 1,246.00
05/21/2021	CACH176	GARNEY CONSTRUCTION	\$ 58,668.20
05/07/2021	CACH175	HAZEN AND SAWYER	\$ 16,542.80
05/21/2021	CACH177	KING ENGINEERING ASSOCIATES INC CIP	\$ 67,114.69
06/18/2021	CACH179	KING ENGINEERING ASSOCIATES INC CIP	\$ 42,560.80
		Total	\$ 186,132.49

PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY

CHECK REGISTER: MAY & JUNE 2021

By Amount Largest to Smallest

CONSTRUCTION CHECKING (PNC)

Date	Document Number	Payee Name / Description	Amount
05/21/2021	CACH177	KING ENGINEERING ASSOCIATES INC CIP	\$ 67,114.69
05/21/2021	CACH176	GARNEY CONSTRUCTION	\$ 58,668.20
06/18/2021	CACH179	KING ENGINEERING ASSOCIATES INC CIP	\$ 42,560.80
05/07/2021	CACH175	HAZEN AND SAWYER	\$ 16,542.80
06/18/2021	CACH178	AECOM TECHNICAL SERVICES INC	\$ 1,246.00
		Total	\$ 186,132.49

***PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY
BOARD OF DIRECTORS MEETING
August 4, 2021***

**ROUTINE STATUS REPORTS
ITEM 3**

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 to Clark Road (SR 72)]

Date: August 4, 2021

Prepared by: Ford Ritz, Project Engineer

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 \$12,092,815.00. 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.

The Contractor completed punchlist items, submitted project closeout documentation and achieved substantial and final completion in accordance with the Contract. A motion for the final reconciliatory Change Order (No. 1) for contract cost reduction will be recommended to the Board for approval on August 4, 2021, for a reduction of \$753,387.43. This includes bid item underruns of \$139,909.00, a permit allowance underrun of \$19,600 and a \$593,878.43 underrun of the Owner's allowance, for a final contract cost of \$11,339,427.47. Change Order No. 1 was recommended for approval by the Engineer of Record, Ardurra (f.k.a. King Engineering Associates).

Project Photos:













Project History Briefing

Project: Phase 3B Regional Interconnect Pipeline Project

Date: August 4, 2021

Prepared by: Ford Ritz, Project Engineer

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 – Sept 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/vaccum 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.
- Sept – Nov 2020
Summer precipitation had begun to slow but then tropical storm Eta drenched the region in early November with several inches of rain. There is about a quarter mile of pipe that was installed but failed to fully meet compaction criteria. The contractor intends to uncover the pipe in that area when the rains stop and use dewatering to recover the pipe to meet the specifications. All pipe has been installed, the internal pipe welding and grouting at every has been completed. The pipe is currently being filled and will be flushed shortly.
- Dec ‘20 – Jan ‘21
Pipe Flushing has been completed. All Pipe installed has now met compaction criteria. Disinfection and final site cleanup and restorative work is underway.

- Feb '21 – March '21 Disinfection has been completed and FDOH clearance is anticipated. Contractor completed installation of fiber optic cable conduit and installation of anodes beds. Clean up and site restoration continued this period. Contractor continues to submit project close out documentation.
- Apr. '21 – May '21 Contractor reached Substantial Completion March 31, 2021. Currently the Contractor is completing punch list items and continues to submit close out documentation including, warranties, lien releases and final as-builts. It is anticipated that the Contractor will reach final completion in late May. The reconciliatory final change order is scheduled to be taken to the Board Meeting in August for Board approval.
- June. '21 – Aug. '21 The Contractor completed punchlist items, and submitted close out documentation for the project and reached substantial and final completion in accordance with the Contract. A motion for the final reconciliatory Change Order (No. 1) for contract cost reduction will be recommended to the Board on August 4, 2021 for a reduction of \$753,387.43, for a final contract price of \$11,339,427.57. This includes bid item underruns of \$139,909.00, a permit allowance underrun of \$19,600 and a \$593,878.43 underrun of the Owner's allowance.

***PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY
BOARD OF DIRECTORS MEETING
August 4, 2021***

**ROUTINE STATUS REPORTS
ITEM 4**

Peace River Regional Reservoir No. 3 (PR³) Feasibility Study

ROUTINE STATUS REPORTS ITEM 4

Project Status Report

Project: Peace River Regional Reservoir No. 3 (PR³) Project

Date: August 4, 2021

Prepared by: Terri Holcomb, PE, Resource Management and Planning Manager

Project Description

The key to use of seasonally available surface water as a reliable public water supply is the ability to harvest and store large volumes of water during relatively short periods of availability. The Peace River facility utilizes off-stream raw water reservoirs, and an aquifer storage and recovery system to support use of supplies skimmed from the Peace River as an alternative water supply, reliably meeting much of the drinking water needs in the District's southern water planning area. The Peace River Reservoir No. 3 (PR³) Project will include a third off-stream raw water reservoir (minimum 6 BG capacity) at the Peace River site in DeSoto County, expanded river intake capacity and connecting pipelines.

The Reservoir No. 3 Project is supported by the Authority's Water Use Permit (20 010420.010) issued February 26, 2019 which authorized increasing the maximum daily withdrawal from the Peace River from 120 MGD to 258 MGD to enhance the capture and storage of excess flows during the wet season. The increase in withdrawal will facilitate gaining additional drinking water supply yield from this system. In addition, the Authority's 2020 Master Water Supply Plan identified an additional 15 MGD in alternative water supply capacity development is available from the Peace River Facility Expansion Project, inclusive of the PR3 Project. The Southwest Florida Water Management District is funding this portion of the PR3 Project in the amount of \$625,000.

Current status

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 Project alternatives, and production of a Feasibility and Siting Report. Board Approval of the Work Order No. 1 – Siting and Feasibility Phase Services in the amount of \$1,499,983.20 occurred on August 5, 2020 with a completion date of December 21, 2021. The Project is currently on schedule and budget.

Project History Briefing

Project: Peace River Regional Reservoir No. 3 (PR3) Project

Date: August 4, 2021

Prepared by: Terri Holcomb, PE, Resource Management and Planning Manager

The following information summarizes the historical milestones and key events to date of the Peace River Regional Reservoir No. 3 (PR3) Project.

- August 2020 Board approved the Agreement for Professional Services Related to the Peace River Regional Reservoir (PR3) Project with HDR Engineering as well as Work Order No. 1 – Siting and Feasibility Phase Services under the Agreement on August 5, 2020. Completion of the is Work Order is December 2021 and has a fee in the amount of \$1,499,983.20.
- September 2020 Project Kick-Off and Chartering Meeting was held on September 3, 2021 at the PRF/virtually. HDR, SWFWMD, and Authority staff were present. An Environmental Reconnaissance/Site Visit to the RV Griffin Reserve was performed by HDR on September 22, 2020.
- October 2020 The Decision Criteria and Weighting Workshop was held on October 1st and 2nd at the finish tower at Nathan Benderson Park in Sarasota. The first PR3 Project progress meeting was held on October 7th, followed by the first Environmental Investigation Workshop, held virtually and in person at the PRF.
- November 2020 Monthly Progress Meeting was held on November 12th with a meeting to review the draft presentation for the December Board meeting following. Data Requests and Report Collection activities continued through November.
- December 2020 A Project Update/Presentation was made to the Board on December 2nd. Technical Memorandum No. 2.1 was received on December 10th. Monthly Progress Meeting was held on December 10th followed by the Intake Siting Workshop. The Workshop was held at the PRF/virtually. HDR, SWFWMD, and Authority staff were present.
- January 2021 The Monthly Progress Meeting was held on January 14th, followed by the Hydraulics/Operational Considerations Workshop. The Workshop was held at the PRF/virtually. HDR, SWFWMD and Authority staff were present.

- February 2021 Three initial hydraulic configurations options were provided to the Authority for review and comment on February 5th with comments provided to HDR on February 23rd. On February 10th a virtual project overview/introduction meeting was held with FDEP Dam Safety and Program Administration staff from Tallahassee and Fort Myers. The Monthly Progress Meeting was held on February 11th.
- March 2021 The Consultant was on-site at the RV Griffin Reserve for their 3rd field review on March 9th. Following the Monthly Progress Meeting held on March 11th, a virtual meeting was held with representatives from CHNEP to identify any opportunities for regional mitigation partnerships.
- April 2021 A Draft Report on the Reservoir Siting Alternatives and Initial Consideration was received on April 2nd for Review. The Monthly Progress Meeting was held on April 14th in conjunction with a presentation on the Envision Certification Program. A pre-application meeting with the FDEP was also held on April 14th. The Draft Technical Memorandums on System Configuration Hydraulic Evaluations and Water Quality Considerations (Tasks 5.2 and 5.3 respectively were received on April 23rd. Received response on April 30th from FDEP confirming Alternative sites 1,2 and 3 for the intake and pump station along the Peace River would be retained by the ASACE – Site 4 (Jernigan Road) would fall under the FDEP review.
- May 2021 The Monthly Progress Meeting was held on May 13th. The Draft Technical Memorandum on Cultural Resources and Permitting Plan (Task 3.3 and 3.4 Respectively) was received on May 13th.
- June 2021 The Monthly Progress Meeting was held on June 10th. Meeting with Florida Fish & Wildlife June 16th to discuss restoration opportunities on Orange Hammock Ranch. Decision criteria workshop held at the PRF June 29 & 30. Received draft Technical Memorandum on property acquisition considerations June 25th and Construction Considerations and Access on June 30th.
- July 2021 Received Tech Memo on potential floodplain impacts from new reservoir and intake development on July 7. Project Meeting on intake siting held July 29.

***PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY
BOARD OF DIRECTORS MEETING
August 4, 2021***

**ROUTINE STATUS REPORTS
ITEM 5**

Regional Integrated Loop System Phase 2B & 2C Feasibility and Routing Study

Project Status Report

Project: Regional Integrated Loop System Phase 2B & 2C Pipelines Feasibility and Routing Study

Date: August 4, 2021

Prepared by: Ford Ritz, P.E., Project Engineer

The following information summarizes the project description and current status. (see attached general project area figure).

Project Description

The Regional Integrated Loop System Phase 2B/2C Pipeline(s) Feasibility and Routing Study Project will evaluate the route options to provide a second (southern loop) plant-to-plant connection between the Peace River Facility and the Sarasota County Carlton Water Treatment Facility. The regional interconnect project will consist of large diameter transmission main and may also include storage, chemical trim and repumping stations at strategic locations. The Phase 2B and 2C pipelines are anticipated to be approximately 10- and 14-miles in length respectively.

The project scope includes:

- Development of conceptual routes and feasibility analysis of routes
- Determination of pipe sizes, delivery requirements and interconnection points
- Pumping and storage requirements
- Water quality consideration
- Estimated project costs

As currently envisioned, the Phase 2B pipeline will begin at the terminus of the Phase 2 Interconnect Pipeline at Serris Blvd., about 2-miles east of the intersection of Charlotte, Desoto and Sarasota counties. The Phase 2B then continues west ending near the City of North Port's Myakkahatchee WTP. The Phase 2C Pipeline will begin and the terminus of the Phase 2B pipeline and continue westward before crossing the Myakka River then northward, crossing 1-75 and terminating at the Carlton WTF.

Current status

The Board approved the Contract for Professional services with Kimley-Horn Associates for the Phase 2B/2B Feasibility and Routing Study Project on December 2, 2020 and Kimley-Horn was issued the Notice-to-Proceed on January 6, 2021. Project completion is 15-months from the NTP date. Currently, Kimley-Horn is performing hydraulic modeling based on the Integrated Regional Water Supply Plan 2020 Update, and additional information from discussions with stake holders. Additionally, KH submitted a draft of Technical Memorandum No. 1 (TM1) which discusses, integrated pipeline capacity and sizing, and alignment alternatives for further analysis. TM1(draft) is currently being reviewed by the Authority.

Project History Briefing

Project: Regional Integrated Loop System Phase 2B & 2C Pipelines Feasibility and Routing Study

Date: August 4, 2021

Prepared by: Ford Ritz, P.E., Project Engineer

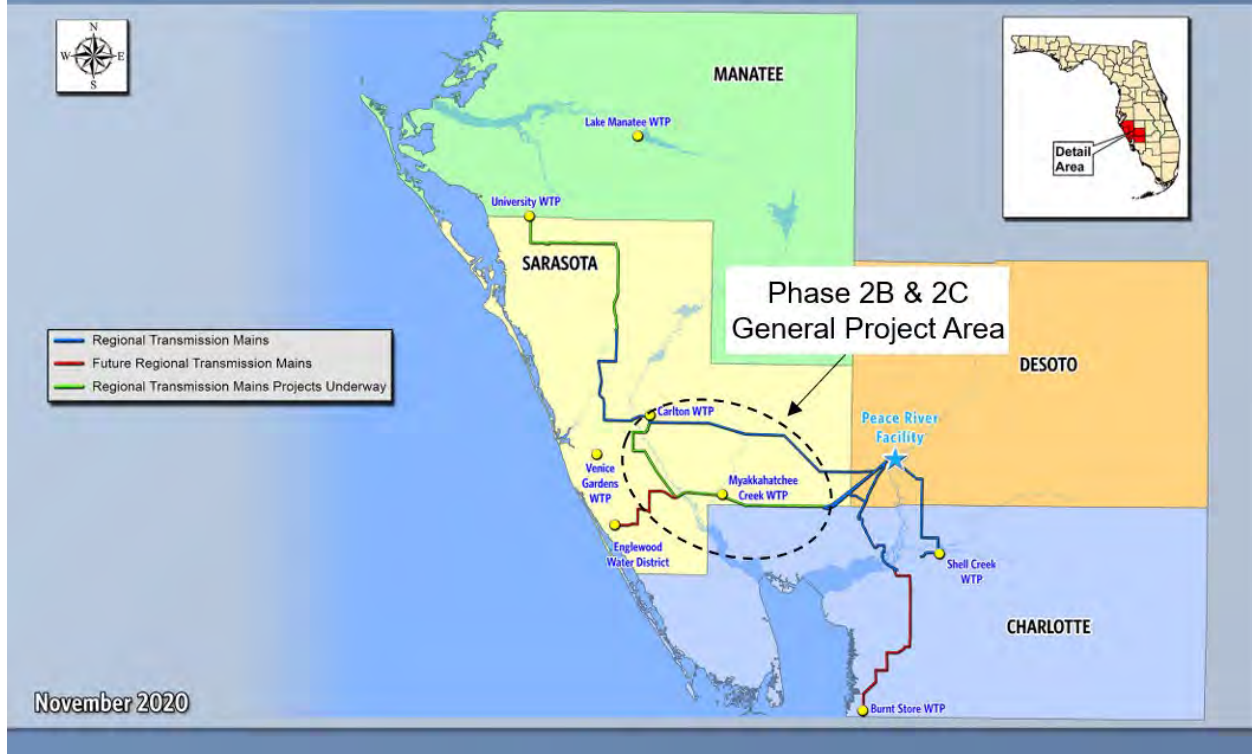
The following information summarizes the historical milestones and events of the Regional Integrated Loop System Phase 2B & 2C Pipelines Feasibility and Routing Study

- June 23, 2020 - The Authority advertised for Consultant Statement of Qualifications (SOQs) for professional engineering services for the Feasibility and Routing Study.
- July 9, 2020 – Addendum No. 1 was sent to Consultants expressing interest.
- July 24, 2020 – Six SOQ packages were timely received, including in alphabetical order:
 - AECOM Technical Services
 - Ardurra Group
 - Black & Veatch Corp.
 - Kimley-Horn Associates (KH)
 - Stantec Consulting Services
 - TKW-Consor Consulting Engineers
- August 11, 2020 – The Authority Professional Selection Evaluation Committee Meeting was held and the top three consultants were short listed, including Ardurra Group, Kimley-Horn Associates and Black & Veatch Corp.
- September 2, 2020 – The Professional Selection Evaluation Committee interviewed short listed consultants, and Kimley-Horn was selected
- September 9, 2020 – A Notice of Intended Decision (NOID) to award the Project to Kimley-Horn was posted on the Authority web site.
- September 30, 2020 – The Authority Board Approved the selection of Kimley-Horn and approved the Executive Director to negotiate the Contract scope and fee with Kimley-Horn.
- December 2, 2020 - The Authority Board approved the Contract for Professional Services with Kimley-Horn for the Phase 2B & 2C Feasibility and Routing Study and for the Executive Director to approve Work Order 1 for an amount not to exceed \$399,960.

- January 6, 2021 - The Notice to Proceed (NTP) was issued to Kimley-Horn with a completion time of 15-months from the NTP date. The NTP was issued at the project kickoff meeting.
- January 6, 2021 – The project kickoff meeting was held at the Authority’s Lakewood. It was attended by Authority Staff, SWFWMD and the Kimley-Horn Team. Key discussion items included, the project schedule, data requests, and an overview of the KH project plan.
- January 29, 2021 – The Cooperative Funding Agreement between the Authority and Southwest Florida Water Management District was executed for \$400,000.
- February 4, 2021 - A project status meeting was held. Route alternatives for 2B/2C pipelines were presented by Kimley-Horn and discussed. It was attended by Authority Staff and SWFWMD.
- February 12, 2021 – A coordination meeting was held with Charlotte County Utilities to discuss route alternatives and to solicitate feedback from Charlotte and their modeling consultant who is updating the Charlotte County Water Master Plan including their hydraulic model. The meeting was led by KH, and attended by Authority staff, and SWFWMD.
- February 23, 2021 – A joint Phase 2B/2C and Phase 3C Regional Hydraulic Model Overview meeting was held to discuss the Integrated Regional Water Supply Plan 2020 Update modeling effort performed by HDR. The modeling effort discussion was led by HDR and modelers from Kimley-Horn (2B/2C) and Wade Trim (3C) were in attendance as well as Authority staff and SWFWMD. Key discussion items included validation of the PRMRWSA model, key connection points, contracted pressures/demands and coordination with new/updated customer models.
- March 5, 2021 – Workshop 1_Demands and Criteria was held to discuss projected water demands and evaluation criteria. The workshop was led by Kimley-Horn, and included Authority staff, and SWFWMD. Criteria for demands, future customer demands, emergency demands and pipe sizing considerations were discussed.
- March 15, 2021 - A coordination meeting was held with Sarasota County to discuss route alternatives and to solicitate feedback. The meeting was attended by Sarasota County staff, KH, SWFWMD and Authority staff.
- March 26, 2021 – A coordination meeting was held with the City of North Port to discuss route alternatives and to solicitate feedback. The meeting was attended by City, KH, SWFWMD and Authority Staff.
- April 4, 2021 - A coordination meeting was held with the Englewood Water District to discuss route alternatives and to solicitate feedback. The meeting was attended by District, KH and Authority Staff.

- April 22, 2021 - A joint 2B/2C and 3C meeting was held to discuss the basis of route evaluation for non-cost criteria. The meeting was attended by KH, Wade Trim, and Authority Staff. Non-cost criteria will focus on, constructability, public/stake holder impacts, safety, O&M considerations, consistency with long range planning, environmental and permitting complexities, land requirements and impacts to cultural resources.
- May 12, 2021 - A project progress meeting was held. Discussion focused on scenarios for developing future demands and emergency demands for the phase 2B/2C pipelines.
- May 18, 2021 – A route reconnaissance drive through was performed to develop data for non-cost criteria such as constructability, public/stake holder impacts, land requirements and safety for route alternates analysis. Alternate routes are based on KH analysis, the 2006 Regional Integrated Loop Feasibility Study, other past studies, the 2020 Integrated Regional Water Supply Plan and feedback from discussion with stake holders along the 2B/2C pipeline(s) alignment.
- May 28, 2021 – KH met with Authority to discuss their Board Presentation for the June 2nd board meeting.
- June 2, 2021 – Board Meeting – KH presented a project update, route alternatives and feedback from regional members and customers.
- June 29, 2021 – KH submitted a draft of Technical Memorandum No. 1 (TM1) summarizing their work effort to date. TM1 discusses, integrated pipeline capacity/demands and sizing, reviews local transportation development planning, and presents alignment alternatives for further analysis. TM1 is currently being reviewed by the Authority. A follow up Work Shop for TM1 is scheduled in early August, prior to finalization, of the memorandum.

Peace River Manasota Regional Water Supply Authority Regional Vision for 2035



***PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY
BOARD OF DIRECTORS MEETING
August 4, 2021***

**ROUTINE STATUS REPORTS
ITEM 6**

Regional Integrated Loop System Phase 3C Feasibility & Routing Study

ROUTINE STATUS REPORTS ITEM 6

Project Status Report

Project: Phase 3C Pipeline Feasibility and Routing Study

Date: August 04, 2021

Prepared by: Richard Anderson, Director of Operations

Project Description

The intent of the Regional Integrated Loop Phase 3C Pipeline Project is to deliver water from the terminus of the Phase 3B Regional Interconnect on Clark Road near Cow Pen Slough to the general vicinity in Sarasota/Manatee Counties of University Parkway Booster Pump Station near Lockwood Ridge Road. This project 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.

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 all proposed new facilities and facility improvements.

The Southwest Florida Water Management District is funding this portion of the Phase 3C Project in the amount of \$300,000.

Current status

Work Order No. 1, 'Feasibility and Routing Study for the Regional Integrated Loop Phase 3C Pipeline Project with Wade Trim, Inc was approved by the Authority Board on December 2, 2020 in the amount of \$599,970. Notice-To-Proceed was issued on January 7, 2021 with scheduled completion of Work Order No. 1 on April 6, 2022. The Project is currently on schedule and budget.

Project History Briefing

Project: Phase 3C Pipeline Feasibility and Routing Study

Date: August 04, 2021

Prepared by: Richard Anderson, Director of Operations

The following information summarizes the historical milestones and key events to date of the Feasibility and Routing Study for the Regional Integrated Loop Phase 3C Pipeline Project.

- December 2020 Board approved the Agreement for Professional Services and Work Order No. 1 related to the Feasibility and Routing Study for the Regional Integrated Loop Phase 3C Pipeline Project with Wade Trim, Inc. Completion of the is Work Order is April 2022 and has a fee in the amount of \$599,970.
- January 2021 Notice to Proceed and Project Kick-Off Meeting was held on January 7, 2021 at the Lakewood Ranch offices. Wade Trim, Ardurra, SWFWMD, and Authority staff were present or participated virtually.
- February 2021 Wade Trim established a preliminary project schedule and initiated bi-monthly project meetings. A list of requested data was also developed and data transfers between the Authority and Consultant began. A joint Phase 3C/Phase 2B-2C Projects meeting was held on February 23rd to review the Regional Hydraulic Pipeline model to insure both projects shared common information.
- March 2021 Progress Meeting was held on March 4th. Consultant staff beginning analysis on preliminary routes. Wade Trim submitted a formal project schedule on March 15th.
- April 2021 Progress Meetings were held on April 6th and April 20th. Consultant staff continuing analysis on preliminary routes. Stakeholder meetings were held with Sarasota County on April 13th and Manatee County on April 27th. Input from both Members will be included in the route analysis.

PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY
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- May 2021 Progress Meetings were held on May 4th and May 20th. Consultant staff refining analysis on preliminary routes based on stakeholder input. Additional stakeholder meetings with FPL and Hi Hat Ranch to discuss routing options in process.

- June 2021 Consultant Staff provided a project update the Peace River Board on June 2nd. A stakeholder meeting with Hi Hat Ranch was held on June 10th to discuss potential pipeline routes near the Hi Hat development. Progress Meeting was held on June 15th. Consultant staff continuing analysis on preliminary routes. Consultant staff has coordinated with HDR Engineering to verify the hydraulic model is operating as intended.

- July 2021 Progress Meeting was held on July 13th. Hydraulic modeling results were presented and discussed as well as pipeline route options proposed by Hi Hat Ranch development group. A Route Shortlisting Workshop was scheduled for July 29th.

***PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY
BOARD OF DIRECTORS MEETING
August 4, 2021***

**ROUTINE STATUS REPORTS
ITEM 7**

Peace River Basin Report

MEMORANDUM

TO: Board Members and Mike Coates
FROM: Doug Manson, Laura Donaldson, and Paria Shirzadi Heeter
RE: Peace River Basin Report
DATE: July 15, 2021

Mosaic Fertilizer, LLC- Bartow Facility Leak/Crack (North Gypsum Stack)

On December 9, 2020, Mosaic Fertilizer, LLC (“Mosaic”) notified the Department of Environmental Protection (“DEP”) of a liner tear at the Bartow Facility on the southeast corner of the North Pond of the North Gypsum Stack (“NGS”). Following further inspection, additional tears were discovered in the same area. On January 22, 2021, DEP received, for its review, a repair plan prepared by Mosaic’s third-party engineer, Ardaman & Associates, Inc. (“Ardaman”). The plan included repair of the liner as well as additional improvements for process water management. On February 1, 2021, DEP staff met with Mosaic to discuss details of the plan and requested additional information. On February 15, 2021, Mosaic submitted the requested additional clarifications on the liner repair and water management improvements to be performed under Best Management Practices (“BMP”) plan requirements. On March 2, 2021, DEP issued a letter stating that a review of the information submitted in the January 22, 2021 plan and February 12, 2021 letter (referred to collectively as “Liner Repair and BMP improvements plan”) indicates that the proposed activities are adequate to address the liner repair needs as well as BMP provisions for improved water

management, and that Mosaic may proceed with implementing the approved Liner Repair and BMP improvements plan.

On April 5, 2021, an Ardaman engineer inspected the area and provided the following comments to DEP: on the east side of the NGS, an approximately 80 foot long thin crack (less than 1 inch) was observed (below the crest of the dike near the area that is being repaired on top of the stack) and, along the alignment of the crack, two 1-foot wide erosion features were located at about below the crest; on the west side of the NGS, a 5-foot long thin crack (less than 1 inch) that was not visible, and is approximately 3 feet deep, was located at about 15 feet below the crest of the dike; both cracks were dry with no indication of process water seepage or fresh water exiting the cracks; and the cracks in the area are attributed to differential settlement of the gypsum and were widened along the two features as a result of rainfall infiltration. The April 5, 2021, comments also stated that the cracks can be repaired using the following general procedure: excavate a 3-foot wide trench along the length of the crack; wash the bottom of the trench; fill any erosion voids with cement grout; place a 3-foot soil cover over the width of the trench; and sod the disturbed area. It was also explained that the area will continue to be inspected daily until the repair is complete. Mosaic has been submitting weekly updates to DEP on the crack repair status. The June 30, 2021 weekly update provided the following update of the crack repair activities:

- i. The cracks on the NGS pond bottom. The cracks have been filled and the top gypsum layer excavated, and the following have been completed: the gypsum berm on the west side; berm final grading/compaction; the liner; and the pump pad and ramp. It is expected that pipeline installation will begin in early July and liner protection will be placed around the pipes.
No cracks were observed on the southwest corner north of the sump. Any remnant extension of the cracks west of the liner repair area will be investigated and repaired at a later date. Those remnant cracks do not affect the repair or the lining of the pond. During the course of the project, it was decided to establish a gypsum berm around the sump area to isolate the sump area from the pond.

- ii. Repair of Miscellaneous Liner Damage. Liner damage on the exposed slopes was completed and the North Pond was activated.
- iii. On the grassed east side of the stack. Excavated trenches were filled with gypsum on top of the cracks, soil cover and sod were placed on top of the repaired area.
- iv. On the east perimeter dike of the stack. Repair was completed.
- v. On the grassed west side. The 5-foot long thin crack (less than 1 inch) was repaired and grass was installed above the finish grades.
- vi. All identified areas with filled cracks do not show any sign of process water seepage.

The Bartow Facility 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 Bartow 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.

Mosaic Fertilizer, LLC- Bartow Facility Gypsum Slurry Release

On July 10, 2020, Mosaic discovered and reported a release of phosphogypsum slurry at the Bartow Facility due to a ruptured phosphogypsum slurry pipeline crossing under SR 60. The release was discovered in the vicinity of SR 60 West, approximately 1.25 miles east of Bonnie Mine Road. 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 and was believed to be associated with the original event that occurred on July 10, 2020. On July 15, 2020, Mosaic submitted a report providing additional information regarding the specific pipeline that was the source of the release and: outlining the progress of ongoing recovery and cleanup actions; clarifying that the release did not migrate off Mosaic's property; and stating that containment berms were placed as a proactive measure to ensure containment of the release onsite. DEP performed follow up site visits on July 16 and 31, 2020, to observe the status of clean-up operations and found that over 90 percent of the gypsum slurry in impacted areas on the North and South of SR 60 had

been removed and the underlying soil was being treated by lime prior to placement of clean soil. On July 24, 2020, DEP issued Warning Letter #WL 20-001PM53WRM advising Mosaic that the release may have resulted in possible violations of Florida statutes and DEP rules and that a conductivity system (for detecting potential leaks of the inner phosphogypsum slurry line) appears to not have been properly operated or maintained in accordance with permit conditions. On December 23, 2020, following Mosaic's submittal of an initial groundwater assessment and notice that the slurry line repairs were completed, DEP approved Mosaic's request to terminate the weekly reporting.

On January 20, 2021, Mosaic submitted a summary report ("Gypsum Line Release Summary Report") that reported on key aspects of Mosaic's investigation of the gypsum line failure incident findings and identifying corrective actions. On February 25, 2021, DEP published notice of agency action of entering into a Consent Order (OGC File No. 21-0104) with Mosaic addressing the violations resulting from the slurry line release. The Consent Order requires Mosaic to complete all remaining corrective actions as listed in the Gypsum Line Release Summary Report within 180 days of the Consent Order's effective date (February 17, 2021), and to provide a final report documenting the results of the investigation and the completion of all corrective actions within 240 days of the Consent Order's effective date (February 17, 2021). The Consent Order also requires Mosaic to: submit a groundwater quality monitoring plan to document and evaluate groundwater quality in the affected areas north and south of where the gypsum pipelines pass beneath SR 60; submit monthly progress reports; pay \$13,000 in civil penalties and for DEP costs/expenses; and pay stipulated penalties of \$1,000/day for violations of the Consent Order's requirements.

In accordance with the requirements of the Consent Order, on March 2, 2021, Mosaic submitted a check for \$13,000 to DEP and, on March 17, 2021, submitted a SR 60 Groundwater

Quality Monitoring Plan to DEP for review and approval. This plan was developed to evaluate the groundwater quality in the vicinity of the phosphogypsum stack, and associated stack system elements maintained as part of the Bartow Facility's operations, and to determine if the phosphogypsum slurry release affected the groundwater quality. The report explains that, in accordance with the Consent Order, a SR 60 Groundwater Protection Recommendations Report will also be prepared and submitted to DEP documenting the results of the groundwater quality monitoring and associated findings and including any recommendations of additional assessment, monitoring, or active groundwater treatment, based on the monitoring results. It also explains that if results of the groundwater quality monitoring indicate the phosphogypsum slurry release did not adversely affect the existing groundwater chemistry in the area of the release, Mosaic will request approval of a "no further action" status for the July 10, 2020, discharge.

The latest monthly progress report submitted by Mosaic on June 14, 2021, stated that all corrective actions in the Consent Order have either been completed or are currently in progress. However, the Gypsum Line Release Final Report (required by the Consent Order) has not yet been started as it requires that all corrective actions be completed first.

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- Bonnie Mine Facility

On February 4, 2019, Mosaic submitted a NPDES permit renewal application to DEP for the Bonnie Mine Facility (FL0000523) ("Bonnie Facility"). On February 2, 2021, Mosaic submitted

supplemental information seeking authorization to transport (accept) first-stage lime treated water from the Bartow Facility, for further treatment and discharge at the Bonnie Facility. The February 2021 submission states that it supplements the information in the 2019 application, and requests that it be incorporated into that application. On March 1, 2021, Mosaic submitted a metals analysis for the single-lime treated water that has been stored in the Bartow Facility's ponds (which will be transferred to the Bonnie Facility for additional lime treatment during 2021), and explained that the additional stage of lime treatment at the Bonnie Facility will further reduce metal concentrations in the water.

On March 25, 2021, Mosaic submitted a "Second Additional Response Supportive of February 2, 2021 Supplemental Information," ("Second Response") which includes additional water quality analysis, and discusses the water transfer scenario, the treatment of the Bonnie Facility discharges, and compliance with conductivity limits. The Second Response states that Mosaic is anticipating the transfer of water from the New Wales Facility to the Green Bay Facility under existing authorizations, whereby the water will be further transferred to the Bartow Facility (as authorized by existing NPDES permits FL0000752 and FL0001589). It also states that the transfer of water between the New Wales, Green Bay and, ultimately, Bartow Facilities began during March 2021 and, at this time, Mosaic anticipates a total of approximately 145 million gallons of first-stage lime treated water to be transferred from the Bartow Facility to the Bonnie Facility during 2021. Mosaic's March 25, 2021 correspondence stated that the submittal (of the Second Response) completes the additional information that Mosaic has prepared in support of the proposed project to transfer water from the Bartow Facility to the Bonnie Facility.

On June 16, 2021, Mosaic submitted a letter to DEP requesting that the “Wastewater Treatment” description in the draft permit be updated to also identify an additional spray system for ammonia removal (in addition to the existing spray systems for ammonia removal authorized in the existing Bonnie Facility NPDES permit). Although this June 16, 2021 correspondence mentions that a draft NPDES renewal permit has been prepared by DEP, as of the date of this Report no draft permit was available in the online file.

The Bonnie Facility is located at 2501 Bonnie Mine Rd in Bartow, Florida, near the western boundary of the Peace River watershed.

Mosaic Fertilizer, LLC- New Wales Phase III Gypsum Stack Extension

The New Wales Facility manufactures solid ammoniated phosphate fertilizers and animal feed ingredients. In October 2019, Mosaic submitted an application to DEP for a substantial revision to its NPDES permit (No. FL0036421-022) for its New Wales Phase III Gypsum Stack Extension (“Phase III extension”). The Phase III extension adds 231 acres (205 acres of which were previously mined lands) to the existing New Wales South Gypsum Stack. The 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.

DEP issued two RAIs to Mosaic (one in December 2019 and one in January 2020), which required Mosaic to provide additional information regarding: hydrogeological, geophysical, or geotechnical investigations evaluating the subsurface beneath the site; hydraulic modeling; protocol for reporting to DEP monitoring results for the foundation drainage system; features discovered during initial subsurface investigations; additional approaches to characterize the subsurface to identify potentially unstable areas; construction sequencing plans; and a seepage and

stability analyses. Mosaic submitted RAI responses in January, May, June, and September of 2020. Additionally, in November 2020, Mosaic submitted a report titled “Addendum to Ardaman’s Response to the FDEP Second Request for Additional Information – Supporting Data for Remaining DT Features,” as well as a stabilization plan to DEP. The stabilization plan recommends engineering measures to address the paleosink feature that was identified in the area of a former topographic depression within the proposed Phase III extension. On December 22, 2020, Mosaic submitted to DEP a report to address additional questions/concerns communicated by DEP regarding the seismic features and stabilization plan for the Phase III extension area.¹ On March 17, 2021, DEP deemed the application for the major modification complete and, on March 22, 2021, published a notice of the application. On April 5, 2021, Mosaic submitted a report entitled “Area 4 Stabilization Plan” that recommends engineering measures to address the paleosink feature that was identified in the area of a former topographic depression located in the Phase III extension area.

On May 14, 2021, DEP issued its Notice of Draft Permit for the substantial revision to NPDES permit (No. FL0036421-022), which explains that this permit revision authorizes an expansion of the facility’s lined South Gypsum Stack following extensive subsurface exploration work that was reviewed by DEP, including the State Geologist and other DEP engineering and geology professionals, and will not affect the quality or quantity of surface water discharge from the facility’s only active NPDES outfall. The permit revision also includes provisions for: Mosaic to submit and, following DEP approval, implement stabilization plans, for four subsurface anomalies that have been investigated but not yet stabilized (DEP has already approved two of the four stabilization

¹ Additionally, on January 22, 2021, DEP received an inquiry from Gurr Professional Services, Inc. stating that they were in the process of conducting a third-party review for Polk County regarding Mosaic’s proposed Phase III extension.

plans); enhanced groundwater monitoring; and enhanced subsurface investigation, monitoring, and reporting for the potential formation of subsurface anomalies (such as sinkholes).

On June 11, 2021, Mosaic submitted its comments on the draft permit to DEP. Mosaic's comments requested a modification to: the draft permit requirement of daily pH monitoring of treated and untreated process water transferred from other facilities (the Nichols, Green Bay, and Plant City facilities) to the New Wales facility to instead a weekly or monthly frequency; the facility description language to provide clarity and operational flexibility in sequencing the construction and operation of specified phases; eliminate the authorization to install and operate mechanical evaporators (as they are no longer in operation at the facility); change a well monitoring frequency from daily to weekly; and remove the requirement that the engineer of record's final plans and specifications for specified phases be submitted as a pre-requisite for placing these gypstack sections into operation (instead if approved, the submittal of the final plans, as-builts and other documentation would be submitted within six months of completion of construction for each section). Additionally, in the comments, Mosaic explained that it will investigate the feasibility of conducting liner inspections under the water level, but due to the typical water chemistry and physical characteristics of process water in these systems, subsurface inspections may not be technically feasible.

The New Wales Facility is located on CR 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 in 2016, and remediation of the sinkhole and groundwater recovery was undertaken in accordance with the consent order.

U.S. Agri-Chemicals Corporation—Bartow Complex

On April 16, 2021, DEP received an application and supporting information for renewal of U.S. Agri-Chemicals Corporation’s (“USAC”) wastewater permit for discharges associated with continued closure and maintenance activities at the existing USAC Bartow Complex (FL0001961-009-IW1S/NR). The USAC Bartow Complex, which includes a 125 acre phosphogypsum stack that was closed in 1998, was permanently closed in November 2005 and all manufacturing operations at the facility were discontinued. The wastewater discharged from this facility consists of process and scrubber pond water from former operations and stormwater from closed areas. Wastewater, comprised of leachate seepage from the closed phosphogypsum stack system, is treated on-site. The site is configured with a North Pond for stormwater and a South Pond for treated process water from the leachate ponds. Stormwater collected in the North Pond is routed to a detention pond where it comingles with stormwater runoff from the side slopes of the stack. The stormwater collected in this pond is discharged from Outfall D-003 by pipeline and ditch into Bear Branch, a tributary of the Peace River. Stormwater from the west stormwater area of the Bartow Complex is discharged through an internal outfall and then flows to Outfall D-001, which also discharges to Bear Branch.

On May 13, 2021, DEP issued a RAI to USAC requesting additional information regarding: ammonia data for Outfall D-001; the groundwater monitoring plan and historic groundwater monitoring well exceedances; explanation for the low pH documented at Outfall D-003; and management of seepage water that is collected on-site. As of the date of this Report, no response has been received to the RAI.

E.R. Jahna Industries, Inc./Nola Land Company, Inc.—Haines City Sand Mine

On June 14, 2021, DEP issued a notice of intent to issue an environmental resource permit (“ERP”) modification (MMR_225815-004) to E.R. Jahna Industries, Inc. and Nola Land Company, Inc. (“Permittees”) for the existing Haines City Sand Mine located at 4910 E. State Road 544 in Haines City, Florida (on property is owned by Nola Land Company, Inc. and leased to E.R. Jahna Industries, Inc. for mining purposes). The Haines City Sand Mine extracts sand via an electric hydraulic dredge to depths of approximately 35 to 60 feet below land surface. Mining operations at this site began in 1974. This ERP modification expands the existing 693.5-acre mine by 577.3 acres, for a total area of 1270.8 acres, and extends the ERP’s expiration date by 20 years. The application states that adjacent wetlands and other surface waters will be avoided and offset by a buffer to eliminate any impacts to these systems and that there will be no groundwater impacts. There are no stormwater discharges proposed in the ERP modification (as the extraction project creates storage where the mining operation takes place).

On March 5, 2021, DEP issued a RAI to the Permittees, to which Permittees responded on April 15, 2021. The RAI response included a revised application package which includes: a figure showing the 100 feet minimum buffer distance between mine disturbance and avoided wetlands; a figure showing the general conceptual sequence of mining for the remaining permitted sand reserves and the proposed mine expansion areas; a figure depicting the locations of private supply wells for neighbors within 1000 feet of the extraction boundary; classification of the groundwater in the project area; a revised Post-Reclamation plan and post-mining topography; clarifies that Nola Land Company, Inc. is the landowner that will control the property post-reclamation; and provides the information required for the State 404 Waters of the U.S. determination.

The project site lies approximately 0.6 miles west of Lake Marion and 2 miles east of Haines City. Portions of Haines City Sand Mine are within the northern boundary of the Peace River watershed.

CEMEX Construction Materials Florida, LLC—Lake Wales South Mine

On May 20, 2021, CEMEX Construction Materials Florida, LLC submitted a draft application to DEP to modify its ERP (MMR_237608) for its existing Lake Wales South Mine, and, on June 17, 2021, DEP issued a RAI in response to the draft application (there is no deadline to respond to the RAI as the application was submitted in draft form). The draft application requests to modify the mining depth for the South Extension of the Lake Wales Sand Mine. More specifically, it proposed a modification to increase the mining depth from 45 feet NGVD to 25 feet NGVD or the depth of the confining unit underlying the surficial aquifer. The application states that the modification will not result in any expansion of the mining footprint, wetland impacts, or changes in the stormwater management system.

The existing sand mine has been in operation for many years and is currently operating under ERP MMR 0237608-016. Sand is mined by using a hydraulic dredge within upland sandy areas to produce sand products for business and industry throughout the region. Unmarketable sand is redeposited in the mined lakes and is used in the subsequent reclamation process.

The Lake Wales Sand Mine is located on the north and south sides of State Road 60 near the City of Lake Wales in Polk County, Florida. The project appears to be located in or near the Lake Wales Ridge area, which is the easternmost extension of the upper Peace River basin.

R&D Cattle Ranch, L.L.C.- Bermont Mine

On June 25, 2021, R&D Cattle Ranch, L.L.C. (“R&D Cattle”) submitted an application to DEP for a minor modification to its management of surface water (“MSSW”) permit No. 407091.00 for its Bermont Mine in Punta Gorda. Bermont Mine excavates fill dirt, sand, and shell resources and washes and screens sand and shell products under its existing ERP (MMR_0342229-002). The surface water management system contains all stormwater and operations process water for washing and screening the mine material. The minor modification request includes: extending existing triple culverts; installing a FDOT gravity wall and end wall; widening an existing road by 8 feet; and relocating a guardrail with the goal of allowing two-way traffic for heavy construction vehicles. All proposed work is to be done within the limits of the 84-foot wide permitted wetland crossing under MSSW permit No. 407091.00. DEP staff notes from a May 19, 2021 site inspection explain that there are wetlands and other surface waters within the corridor where the proposed road expansion is located and that the acreage of proposed impacts will need to be determined.

The Bermont Mine is located at 37390 Bermont Road (a.k.a. County Road 74) in Charlotte County and consists of approximately 580.21 acres within the 1,248.53 acres of R&D Cattle Excavation, LLC owned property. Shell Creek, a tributary to the Peace River, borders the Bermont Mine. 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.