

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

**AGENDA**

**June 1, 2022 @ 9:30 a.m.**

Charlotte County Administration Center  
Commission Chambers, Room 119  
18500 Murdock Circle, Port Charlotte, Florida

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

**BOARD OF DIRECTORS**

Commissioner Alan Maio, Sarasota County, Chairman  
Commissioner Elton 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**

Hector Flores, Charlotte County Administrator

**PUBLIC COMMENTS**

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

**CONSENT AGENDA**

1. Minutes of April 6, 2022 Board of Directors Meeting
2. Set a Public Hearing for FY 2023 Budget for August 3, 2022
3. Receive and File Authority Financial Reports:
  - a. Mid-Year Financial Report for FY 2022
  - b. Semi-Annual Investment Report for March 31, 2022
4. Award Sludge Hauling Contract to DM Construction
5. Ratify Execution of Water Treatment Chemical Contract (Aqua Ammonia) with Tanner Industries
6. Award Belt Filter Press Rehabilitation Contract

**REGULAR AGENDA**

1. Water Supply Conditions
2. Strategic Plan Update
3. 5 -Year Capital Improvements Plan & 20-Year Capital Needs Assessment for 2023 to 2042
4. Water Treatment Facility Expansion Alternatives
5. Owner's Agent Selection and Professional Services Contract
6. Staff Presentation on Progressive Design Build Process

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

1. Hydrologic Conditions Report
2. Check Registers for March and April 2022
3. Peace River Regional Reservoir No. 3 Project (PR<sup>3</sup>) Preliminary Design
4. Peace River Regional Reservoir No. 3 (PR<sup>3</sup>) Preliminary Engineering and Third-Party Review
5. Regional Integrated Loop System Phase 2B & 2C Project
6. Regional Integrated Loop System Phase 3C Project
7. DeSoto Booster Pumping Station Project
8. Partially Treated Water Aquifer Storage and Recovery Project
9. 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**Authority Board Workshop

June 1, 2022, immediately following regular Board Meeting  
Charlotte County Administration Center  
Commission Chambers Room 119  
18500 Murdock Circle, Port Charlotte, Florida

Next Authority Board Meeting

August 3, 2022 @ 9:30 a.m.  
DeSoto County Administration Building, Commission Chambers, First Floor  
201 East Oak Street, Arcadia, Florida

Future Authority Board Meetings

October 5, 2022 @ 9:30 a.m. – Sarasota County Administration Center, Sarasota, Florida  
December 7, 2022 @ 9:30 a.m.- Manatee County Administration Center, Bradenton, Florida

**ADJOURNMENT****AUTHORITY BOARD WORKSHOP (to be convened immediately following the Board Meeting)**

1. Master Water Supply Contract Revisions
2. Master Water Supply Contract 'Future Water Supply Procedure'

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

**PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY**  
**BOARD OF DIRECTORS MEETING**  
*June 1, 2022*

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

**Minutes of April 6, 2022 Board of Directors Meeting**

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**Recommended Action -**

**Motion** to approve minutes of April 6, 2022 Board of Directors Meeting.

Draft minutes of the April 6, 2022 Board of Directors Meeting are provided for Board approval.

**Attachments:**

Draft Minutes of April 6, 2022 Board of Directors Meeting

Minutes of Board of Directors Meeting  
**PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY**  
Manatee County Administration Building  
Honorable Patricia M. Glass Chambers, First Floor  
1112 Manatee Avenue West, Bradenton, Florida  
April 6, 2022 @ 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:***

Mike Coates, Executive Director  
Doug Manson, General Counsel  
Richard Anderson, Director of Operations  
Terri Holcomb, Director of Engineering  
Jim Guida, Director of Water Resources & Planning  
Ann Lee, Finance & Budget Sr. Manager  
Mike Knowles, Engineering & Projects Sr. Manager  
Ford Ritz, Project Engineer  
Rachel Kersten, Agency Clerk

***Others Present:***

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

**CALL TO ORDER**

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

**INVOCATION**

Commissioner Bill Truex offered the invocation.

**PLEDGE OF ALLEGIANCE**

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

**WELCOME GUESTS**

**HOST COUNTY REMARKS**

Kevin Morris, Manatee County Utilities Deputy Director made welcoming remarks.

**PUBLIC COMMENTS**

Public comment was made by Bruno Kapacinskas, Government Affairs Regional Manager, Southwest Florida Water Management District

**ELECTION OF OFFICERS**

**1. Election of Chairman and Vice-Chairman for 2022**

Doug Manson, General Counsel, conducted the election of officers for chairman and vice-chairman and opened the floor for nominations.

**Commissioner Kruse moved to nominated Commissioner Maio as Chairman.**

**Commissioner Truex moved to nominated Commissioner Langford as Vice-Chairman.**

**Mr. Manson received the nominations and consent to close nominations. Nomination of Commissioner Maio for Chairman and Commissioner Langford for Vice-Chairman was approved unanimously.**

**CONSENT AGENDA**

- 1. Approve Minutes of February 2, 2022 Board of Directors Meeting**
- 2. Approve Resolution 2022-01 ‘Recognition of the Month of April as Water Conservation Month’**
- 3. Approve Resolution 2022-02 ‘Recognition of National Drinking Water Week’**
- 4. Approve Award of Contracts for Purchase of Water Treatment Chemicals**
- 5. Approve Property Insurance Renewal for Authority Facilities**
- 6. Approve Change Order No. 1 for Contract with Poole and Kent for Trains 5 and 6 Rehabilitation Project at the Peace River Facility**
- 7. Approve Declaration of Surplus**

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

Commissioner Truex expressed his surprise that there was not more competition for the property insurance coverage but understanding how unique the Water Supply Authority’s assets are and how difficult it is to write policies on those assets and learning about the current provider’s reputation and how they have served us well in the past, he was comfortable with this.

**REGULAR AGENDA**

**1. Water Supply Conditions**

Richard Anderson presented Water Supply Conditions at the Peace River Facility as of March 17, 2022.

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

March Water Demand	31.76 MGD
March River Withdrawals	8.23 MGD
<u>Storage Volume:</u>	
Reservoirs	5.23 BG
ASR	<u>8.66 BG</u>
Total	13.89 BG

**2. Legislative Update**

The Authority’s lobbyist, Laura Donaldson, from Manson, Bolves, Donaldson and Varn updated the Board about legislative actions on the Authority’s adopted legislative priorities for the 2021-2022 Florida legislative session that ended on March 11, 2022.

**3. 20-Year Demand Projections**

Terri Holcomb presented the updated 2022 Authority Customer 20-year water demand projections for the Board’s information.

Each year Authority Customers are required to provide the Authority with an updated 20-year water demand (annual average, peak month, maximum day) projection and identify the portion of their demand they require the Authority to fulfill. The 2022 Customer projections (reflecting the 2023-2042 planning period) requested delivery of approximately 31.6 MGD (average day) from the Authority in 2023. Customer demand projections for the 20-year planning period show requested delivery of 55.8 MGD (average day) from the Authority in 2042, approximately 21.1 MGD more than the current Contract allocation of 34.7 MGD. Based on the Customer’s projections, the overall regional water supply demands increase approximately 2.24% per year, from about 86 MGD in 2023 to 130 MGD in 2042.

Current average day supply capacity for the Authority and Customers is approximately 103 MGD. Projections show a need for an additional 27 MGD in new supply development in the next 20 years. The new supply need is expected to be met through a combination of source development by individual Customers and Authority new supply development including the PR<sup>3</sup> and PRF Expansion projects. Based on these projections, development, and interconnection of the additional capacity proposed is expected to be sufficient to meet Customer-projected demands and provide sufficient rotational (reserve) capacity for the regional system during the next 20 years.

**4. 5-Year Capital Improvements Plan & 20-Year Capital Needs Assessment**

Ms. Holcomb presented the Authority’s draft 5-Year Capital Improvements Plan & 20-Year Capital Needs Assessment document for Board information and discussion. No Board action was required.

The draft 5-Year CIP and 20-Year CNA document summarizes the number, type, and timing of water supply, regional transmission, and other capital projects planned over these periods pursuant to the Integrated Regional Water Supply Plan 2020 Update. There are two schedule horizons in the Authority’s capital planning efforts: the 5-Year Capital Improvements Plan (CIP) which includes projects that are relatively certain and well-defined, and the 20-Year Capital Needs Assessment (CNA) that includes the 5-Year CIP and also looks out beyond that period to years 6 – 20 years where projects are less certain and defined.

The 5-Year CIP beginning in FY 2023 through FY 2027 currently includes the following:

Regional Transmission Projects	\$ 160,945,324	29%
Water Supply Projects	\$ 374,930,706	67.5%
Other Projects	\$ 19,850,000	3.5%
<b>Total</b>	<b>\$555,726,030</b>	<b>100%</b>

And the 20-Year CNA beginning in FY 2023 through FY 2042 includes the following:

Regional Transmission Projects	\$ 371,179,330	42%
Water Supply Projects	\$ 495,418,476	56%
Other Projects	\$ 19,850,000	2%
<b>Total</b>	<b>\$ 886,447,806</b>	<b>100%</b>

Capital planning has also identified \$307 million in offsetting cooperative grant funding opportunities for these collective projects based upon past generous participation by the Southwest Florida Water Management District.

## 5. Owners Agent Services for 5-Year CIP

Mike Knowles stated that the Authority has requested proposals from firms for the purpose of providing Owner's Agent services. Services to be provided by the Agent to the Authority will generally include program/project management, technical design reviews, procurement assistance, and construction engineering & inspection (CEI).

The Owners Agent will provide professional services needed for various aspects of work to complete Capital Improvement Plan (CIP) and various other projects. The Authority would issue separate work orders for professional services to be provided by Agent, with each work order individually negotiated between the Authority and Agent. Specific examples may include procurement & bidding assistance, authoring design criteria packages, quality control reviews on contract documents and/or designs, value engineering, construction engineering & inspection, hydraulic modeling, public engagement, project management, and land acquisition assistance.

Mr. Knowles stated that the Owner's Agent RFP was advertised on March 22, 2022 with interviews scheduled for May 16, 2022. A recommendation on award of a contract for Owners Agent is expected at the June 1, 2022 Board meeting.

## 6. Phase 3C Regional Interconnect

Mr. Anderson presented a project overview and update on the Phase 3C Regional Integrated Loop Pipeline Project. The Feasibility and Routing Study for the project has been completed. The project recommendations include construction of the Phase 3C Interconnect from the existing terminus of the regional system at Clark Road near the National Cemetery, north, to the vicinity of Blue-Lake and Lorraine Roads, a total distance of approximately 10.0 miles. A regional pumping and storage facility would also be included in the project. Construction of this portion of the Integrated Regional Loop system will meet Sarasota County water supply needs in the north county area and advance the regional transmission system toward a future interconnection with the Manatee County water system.

### a. Recommended Route and Resolution 2022-03



Tom Wilson, Project Manager from the Authority's engineering consultant Wade Trim discussed the Phase 3C pipeline route analysis, pipe size, pumping and storage facility considerations, updated probable costs for the project, and identified the recommended route for the pipeline. Mr. Wilson stated that Board approval of Resolution 2022-03 will enable the Authority to begin the surveying and property acquisition work needed for construction of the project.

**Motion was made by Commissioner Langford, seconded by Commissioner Truex, to approve the recommended pipeline route B-1, for Phase 1 of the Project, as identified in the Feasibility and Routing Study for the Regional Integrated Loop Phase 3C Pipeline and, to approve Resolution 2022-03 "A Resolution Determining The Necessity To Construct A Transmission Pipeline And Appurtenant Facilities And Route Selection For A Project Known As The Regional Integrated Loop Phase 3C Pipeline Project Which Includes The Installation Of A Pumping And Storage Facility And A 42-Inch Diameter Pipeline Between State Road 72 And The Intersection Of Lorraine Road And Blue-Lake Road." Motion was approved unanimously.**

Commissioner Truex thanked the staff and consultant for the ease of understanding in the reports and presentations. It is all very detailed and involved information, but it was clear and easy to follow. Well done.

**b. Interlocal Agreement for Regional Integrated Loop System Phase 3C Interconnect [Segment from SR 72 to Fruitville Road] between the Peace River Manasota Regional Water Supply Authority and Sarasota County.**

Mr. Manson reviewed the presented Interlocal Agreement (IA) recommended for approval between the Authority and Sarasota County for the first phase of the Regional Phase 3C Interconnect Project which includes installation of approximately 10.0 miles of 42-inch diameter pipeline between State Road 72 and intersection of Lorraine Road and Blue-Lake Road, and a pumping and storage facility. This IA covers financial, ownership, capacity, property use, coordination, and other pertinent requirements of the project. Execution of the IA will enable the Authority to advance the project financing, design, and construction to meet the March 2025 completion date.

**Motion was made by Commissioner Truex, seconded by Commissioner Langford, to approve Interlocal Agreement for the Regional Integrated Loop Phase 3C Pipeline between the Peace River Manasota Regional Water Supply Authority and Sarasota County. Motion was approved unanimously.**

**7. Phase 2B/2C Regional Interconnect**

Ford Ritz presented a project overview and update on the Regional Integrated Loop Phase 2B/2C Pipeline Project. The Feasibility and Routing Study for the project has been completed. Project recommendations include a 42-inch diameter regional transmission main extending from Serris Boulevard, generally west and south in Charlotte County crossing the Myakka River, and then extending west and north to the Sarasota County Carlton Water Treatment Facility, a total distance of approximately 33 miles. The project will proceed in two phases. Phase 2B will extend from Serris Boulevard to the Charlotte County Gulf Cove Booster Pump Station, a distance of approximately 13 miles. Phase 2B preliminary design will begin in FY 2023. Phase 2C is proposed to extend from Charlotte County's Gulf Cove Booster Station west and north to the Carlton Water Treatment Facility, a distance of about 20 miles. Design on this Phase of the Project will begin at a later date.

**a. Feasibility and Routing Study Results – Phase 2B Recommended Route**

Doug Eckmann, Project Manager with the Authority's Consultant Kimley Horn presented the recommended route for the Phase 2B pipeline and provide an overview of the project, including, pipe sizing, pumping and storage facility considerations, project delivery and probable costs for the project.

**Motion was made by Commissioner Truex, seconded by Commissioner Langford, to approve the recommended route for Regional Integrated Loop System Phase 2B Interconnect from the terminus of the Regional System at Serris Boulevard to the Charlotte County Gulf Cove Water Booster Pump Station. Motion was approved unanimously.**

**b. Interlocal Agreement for Regional Integrated Loop System Phase 2B Interconnect between the Peace River Manasota Regional Water Supply Authority and Charlotte County**

Mr. Manson reviewed the presented Interlocal Agreement (IA) recommended for approval between Charlotte County and the Authority covers the Phase 2B portion of the project. Mr. Manson noted that this IA was similar to the Phase 3C IA with the exception that it included a cost indexing feature that would permit an adjusted recovery value based on how the cost of the project would increase with time as though it were new at the time the next customer ties in or when a connection is made. The IA also demonstrates to SWFWMD that there is a local match for requested District FY 2023 cooperative funding on this project, and as such is a requirement for receipt of co-funding dollars. The IA was approved and executed by Charlotte County on March 22, 2022, and with Board approval of the IA, the Authority will move forward with the consultant selection process for Preliminary Engineering. Phase 2B construction is anticipated to be completed in the third quarter of 2026.

Commissioner Truex thanked Mr. Coates and Mr. Manson for their indulgence and ability to dig into this item at the Charlotte County Board of County Commissioners meeting.

Mr. Manson expressed his thanks to the Charlotte County legal team for their cooperation in getting this document prepared.

**Motion was made by Commissioner Truex, seconded by Commissioner Langford, to approve Interlocal Agreement for the Regional Integrated Loop System Phase 2B Interconnect between the Peace River Manasota Regional Water Supply Authority and Charlotte County. Motion was approved unanimously.**

**TENTATIVE BUDGET FOR FY 2023**

**1. Tentative Budget for FY 2023**

In accordance with the 'Second Amended Interlocal Agreement Creating the Peace River Manasota Regional Water Supply Authority', the Authority is required to establish a tentative budget no later than May 15<sup>th</sup> of each ensuing year. Mr. Coates presented the Authority's proposed Tentative Budget for FY 2023 in the amount of \$76,415,527 for the Board's consideration.

The Tentative Budget for FY 2023 is posted on the Authority's website and distributed for continued review by Authority members, customers, and the public. A public hearing is scheduled at which time the Board will adopt the final budget for FY 2023 during a regularly scheduled meeting on August 3, 2022.

Commissioner Maio commented that he has served as the primary signatory on all checks for the majority of the past 8 years and he has watched the struggle with the chemical costs and the FPL power bills rise.

He noted that the most recent FPL bill was for \$175,000 and he believed we might see a \$200,000 monthly bill later this year.

Commissioner Truex said there was a \$23M increase in the budget but it is mostly driven by capital projects so that is understandable. He feels like given all the factor's involved staff has done a fantastic job keeping all the numbers tight. He also said salary increases for staff made sense, it is a problem everywhere, costs and rents are rising faster than wages so it is hard to keep good people.

**Motion was made by Commissioner Langford, seconded by Commissioner Kruse, to approve Tentative Budget for FY 2023 in the amount of \$76,415,527. Motion was approved unanimously.**

**2. Resolution 2022-04 'Resolution Setting Forth Preliminary Schedules of Rates, Fees and Charges for FY 2023'**

Mr. Coates presented Resolution 2022-04 which formalizes the Board's adoption of the Tentative Budget for FY 2023 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 2023 during a regularly scheduled meeting on August 3, 2022.

**Motion was made by Commissioner Langford, seconded by Commissioner Kruse, to approve Resolution 2022-04 'Resolution Setting Forth Preliminary Schedules of Rates, Fees and Charges for FY 2023'. Motion was approved unanimously.**

**GENERAL COUNSEL'S REPORT**

**1. Master Water Supply Contract Update**

Mr. Manson provided an update on the Master Water Supply Contract Update process for the Board's information.

**EXECUTIVE DIRECTOR'S REPORT**

Mr. Coates recommended a Board workshop immediately following the scheduled June 1, 2022 Board Meeting. There are items that would be better covered in a Workshop format including reviewing the suggested clean-up changes to the Master Water Supply Contract and the future water supply procedure that is included in the Contract. Board consensus was received, and the Workshop will be scheduled as such.

Mr. Coates also introduced the Authority's newest senior and executive staff members: Mike Knowles, P.E. joined the Authority in January as our Engineering & Projects Senior Manager. Jim Guida, P.G. joined the Authority in April as the new Director of Water Resources & Planning.

**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

June 1, 2022 @ 9:30 a.m.

Charlotte County Administration Center

Commission Chambers

18500 Murdock Circle, Port Charlotte, FL

**ADJOURNMENT**

There being no further business to come before the Board, the meeting adjourned at 11:40 a.m.

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Commissioner Alan Maio  
Chairman

**PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY**  
**BOARD OF DIRECTORS MEETING**  
*June 1, 2022*

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

**Set a Public Hearing for FY 2023 Budget for August 3, 2021**

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**Recommended Action -**

**Motion** to Set a Public Hearing for FY 2023 Budget for August 3, 2022 at 9:30 a.m., DeSoto County Administration Building, Commission Chambers, First Floor, 201 Oak Street, Arcadia, Florida.

A public hearing for the FY 2023 Budget is scheduled for the regularly scheduled meeting on August 3, 2022 at 9:30 a.m., DeSoto County Administration Building, Commission Chambers, First Floor, 201 Oak Street, Arcadia, Florida.

**PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY**  
**BOARD OF DIRECTORS MEETING**  
*June 1, 2022*

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

**Mid-Year Financial Status and Semi-Annual Investment Reports for FY 2022**

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**Recommended Action -**

**Motion** to receive and file ‘Mid-Year Financial Status Report for FY 2022’.

**Motion** to receive and file ‘Semi-Annual Investment Report’ [March 31, 2022].

**a. Receive and File Mid-Year Financial Status Report for FY 2022**

Mid-Year Financial Status Report for FY 2022 is provided for the Board to receive and file.

**b. Receive and File ‘Semi-Annual Investment Report’ [March 31, 2022]**

‘Semi-Annual Investment Report’ [March 31, 2022] is provided for the Board to receive and file.

**Attachments:**

Tab A Mid-Year Financial Status Report for FY 2022

Tab B Semi-Annual Investment Report [March 31, 2022]

**TAB A**  
**Mid-Year Financial Report for FY 2022**

**MEMORANDUM**

June 1, 2022

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

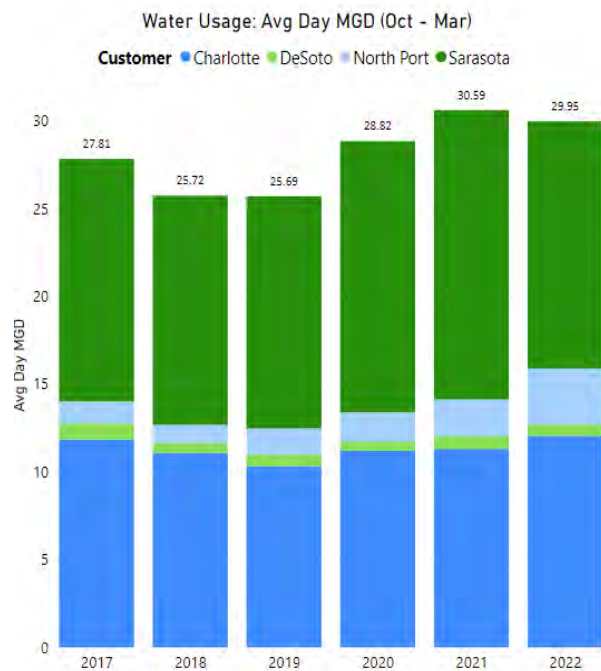
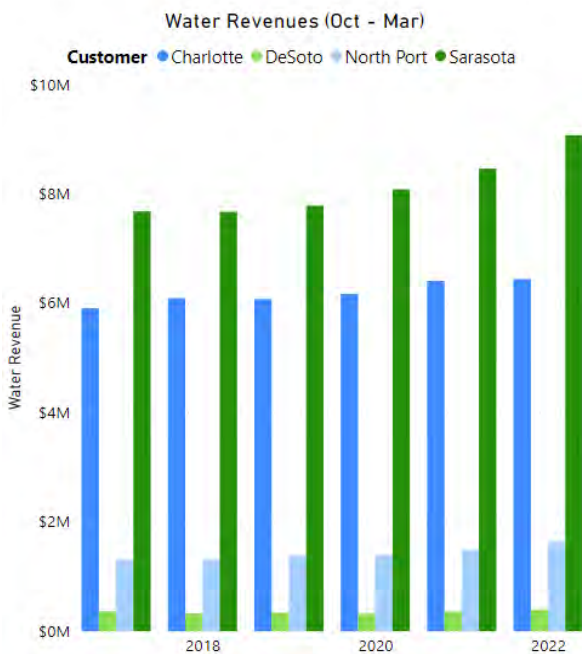
THRU: Mike Coates  
Executive Director

FROM: Ann Lee  
Finance & Budget Senior Manager

**SUBJ: Mid-Year Financial Report for Fiscal Year 2022**

**Revenues**

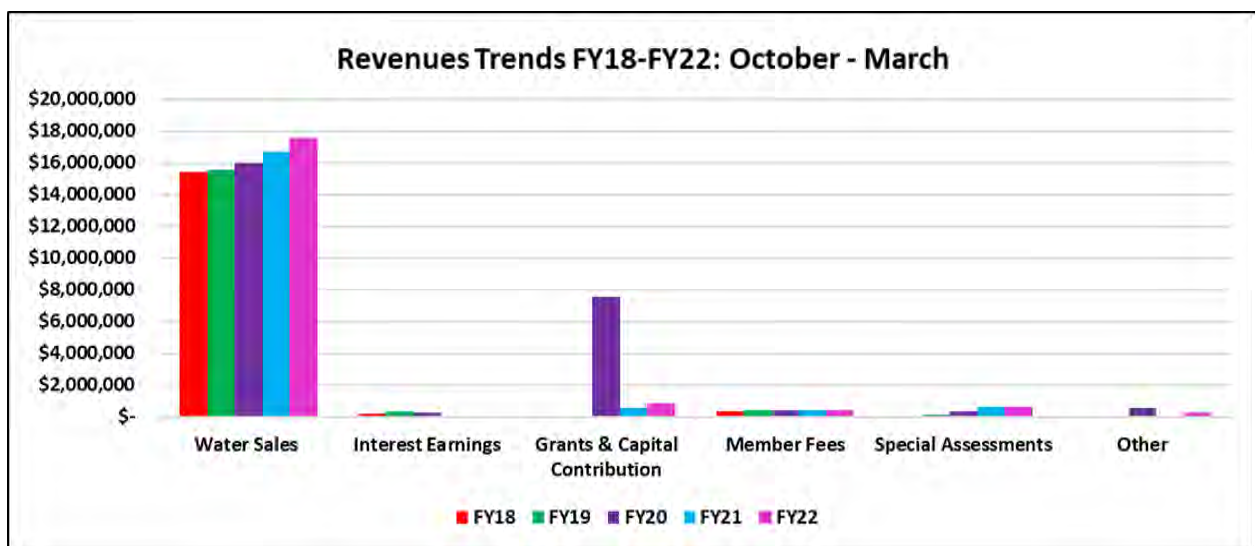
As of March 31, 2022, the Authority’s total revenues were \$19.7 million, which is 36% of the \$54.7 million allocated by the approved budget for FY22. Please note that these total revenues are not inclusive of budgeted fund transfers from reserve accounts and carry forward funds, which represent approximately \$11.23 million of the revenues reflected in the FY22 approved budget. Water sale revenues were \$17.54 million, which is 49% of the \$35.77 million budgeted and represents an increase over the water sales from prior year through March 31<sup>st</sup> of \$834k which is primarily driven by the increased water rates reflected in the FY22 approved budget. In terms of average millions of gallons per day (MGD) of water sold, the Authority’s FY22 (through Mar 31) rolling year to date average is 29.95 MGD compared with a rolling year to date average of 30.59 for FY21 (through Mar 31).





In terms of non-water revenues, the Authority earned just under \$17k in interest earnings, which is a decrease of \$5k from the previous year for the same time period. The Authority has collected \$409k in member fees, \$625k in planning assessments and \$522k of system wide benefit project contributions as budgeted. The Authority has also received \$331k in grant funding (performed on a reimbursement basis) from SWFWMD and the DEP. Other Authority revenues collected through March 31<sup>st</sup> include \$48k in rental income from our tenants as well as \$223k in miscellaneous revenues, primarily from an alum litigation settlement check received in late February 2022.

The following graphic represents the Authority’s revenues trends on a per revenue stream basis for the last five fiscal years.

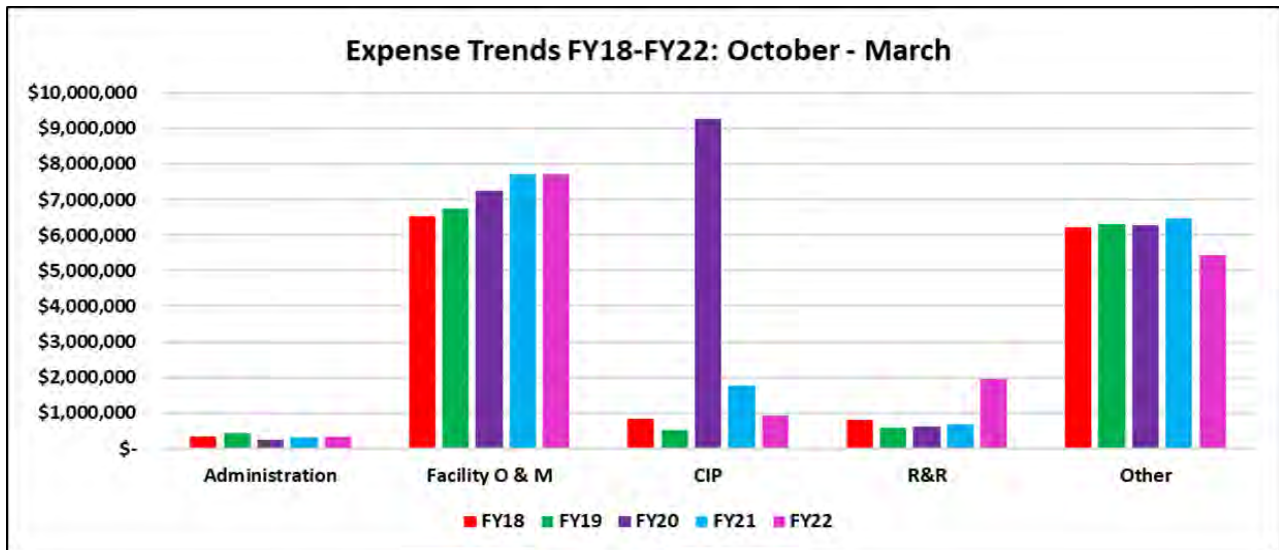


Expenditures

As of March 31, 2022, the Authority’s total expenditures were \$16.4 million, which is 30% of the \$54.7 million allocated by the approved Budget for FY22. Authority administrative expenditures (prior to the fiscal year end facility chargebacks, roughly 60% of the overall expenses) are \$308k, which is 61% of the budgeted amount of \$502k. This amount is \$3.3k more than expenditures incurred in the previous fiscal year for the same time period.

Authority facility expenditures were \$16.076 million, which is 30% of the budgeted amount of \$54.187 million. The FY22 year to date operations and maintenance expenditures were \$7.738 million, which is 37% of the budgeted amount of \$21.05 million and is \$19k more than the expenditures incurred FY21 for the same time period. Capital project expenditures (not inclusive of the feasibility and routing/siting efforts) totaled \$940k of the \$4.975 million budgeted and renewal and replacement project expenditures totaled \$1.97 million of the \$3 million budgeted.

The following graphic represents the Authority’s expense trends for the last five fiscal years.



In summary, the Authority continues to maintain a strong financial position. Budgeted variances are as expected and are generally favorable, especially considering the current state of the economy related to increased material costs and supply chain issues.

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

**TAB B**  
**Semi Annual Investment Report for March 31, 2022**



## **MEMORANDUM**

June 1, 2022

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

THRU: Mike Coates  
Executive Director

FROM: Ann Lee  
Finance & Budget Senior Manager

**SUBJ: Semi-Annual Investment Report for March 31, 2022**

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In accordance with the Authority's investment policy the following is a summary of the Peace River Manasota Regional Water Supply Authority's investments as of March 31, 2022.

As of March 31, 2022, the Authority's portfolio totaled \$28,445,962 compared to \$24,905,905 on September 30, 2021, which is \$3,540,057 more than the last reporting period. This amount is comprised of restricted construction and reserve funds totaling \$20.88 million and unrestricted funds of totaling \$7.57 million. Of the Authority's total portfolio, twenty one (21%) percent of the portfolio is in money market and interest bearing checking accounts and seventy nine (79%) percent of total investments are held at the Florida Prime (SBA).

Through March 31, 2022, the Authority earned \$16,932 in interest from the SBA accounts and bank accounts, which is \$4,955 less than the prior years' interest earnings for the same reporting period. As of March 31, 2022, the Authority was earning interest at a rate of .29% from the SBA and .01% from our bank accounts. Although the Authority interest earnings are currently low, in early March the Fed commenced slowly increasing the interest rate in order to ease inflation and based on their comments, the markets anticipate a federal funds rate of 3% by spring of 2023. Based on their comments as well as market experts, the Authority expects to see increased interest earnings in the near term and for the next year as the SBA's portfolio turns over.

According to the Authority's investment policy, the portfolio must be designed with the goal of annually exceeding the yield rates on the 90 day Treasury Bill. As of March 31, 2022, the 90 day Treasury Bill had a yield rate of .29% and the Authority's portfolio is current on par this benchmark.

The Authority's investment policy has limitations on investments beyond 24 months allowing liquidity for current expansion, new water resource development, and capital improvement projects. Florida Prime maintains an AAAM rating from Standard and Poor's and the fund is entirely liquid. Additional information detailing fund balances and earnings above are attached to this report for your review.

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



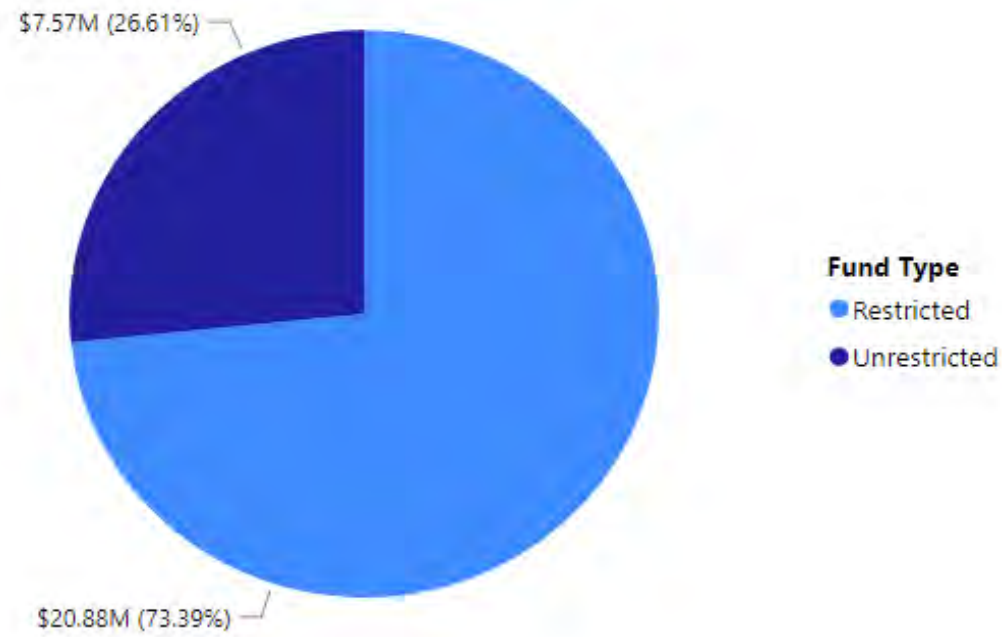
**Fund Balance & Investment Reports March 31, 2022**

	GENERAL FUND [OPERATIONS]	RENEWAL & REPLACEMENT FUND	RATE STABILIZATION	SINKING FUND	DISASTER RECOVERY RESERVE	UTILITY RESERVE FUND	CONSTRUCTION	SYSTEMWIDE BENEFIT CONSTRUCTION	TOTAL
ACCOUNTS									
PNC - Checking	\$4,996,912						\$1,026,317		\$6,023,229
SBA Account Fund	\$2,573,227	\$2,233,347	\$2,111,746	\$3,517	\$1,001,797	\$11,039,931	\$2,846,525	\$612,643	\$22,422,733
<b>FUND BALANCE</b>	<b>\$7,570,138</b>	<b>\$2,233,347</b>	<b>\$2,111,746</b>	<b>\$3,517</b>	<b>\$1,001,797</b>	<b>\$11,039,931</b>	<b>\$3,872,842</b>	<b>\$612,643</b>	<b>\$28,445,962</b>
Orange Hammock Easement (BOD Approved 4/4/18)	(\$2,000,000)								(\$2,000,000)
<b>ADJUSTED FUND BALANCE</b>	<b>\$5,570,138</b>	<b>\$2,233,347</b>	<b>\$2,111,746</b>	<b>\$3,517</b>	<b>\$1,001,797</b>	<b>\$11,039,931</b>	<b>\$3,872,842</b>	<b>\$612,643</b>	<b>\$26,445,962</b>

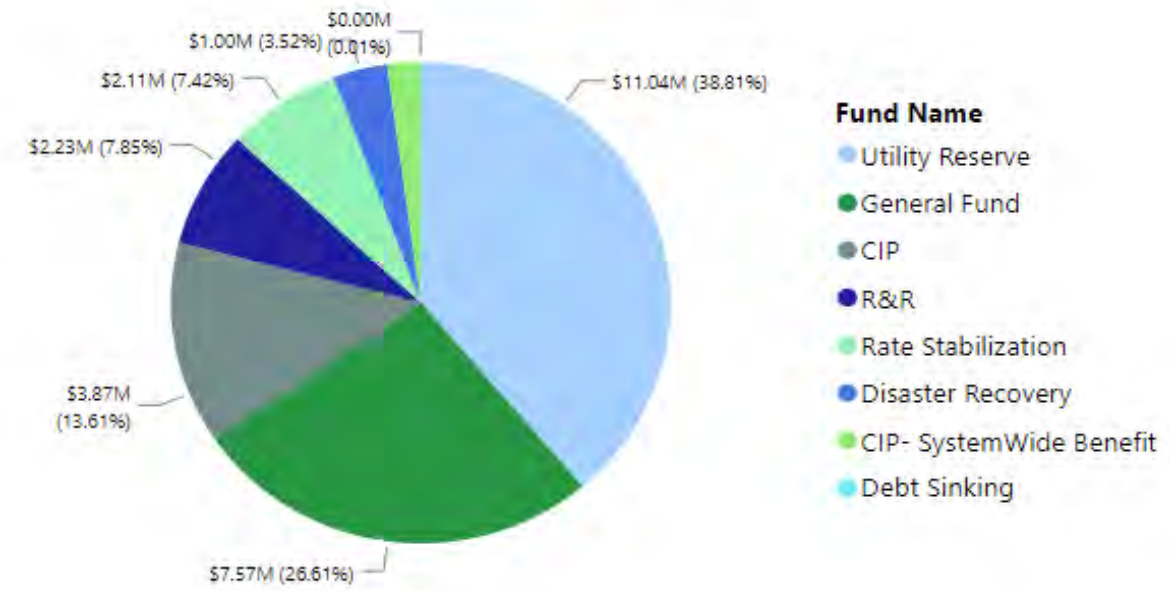
**Budget Polices:**

- General Fund: Policy to fund an operating reserve within the General Fund with an amount which shall be equal to the average monthly Operations & Maintenance Costs
- R&R Reserve Fund: Policy to maintain a minimum balance of \$2 million at the end of each fiscal year
- Rate Stabilization Fund: Goal to maintain a balance of \$1 million at the end of each fiscal year
- Utility Reserve Fund: Policy to maintain an uncommitted balance of 180 days of budgeted Operations & Maintenance Costs
- Disaster Recovery Reserve: Goal to maintain a balance of \$1 million at the end of each fiscal year

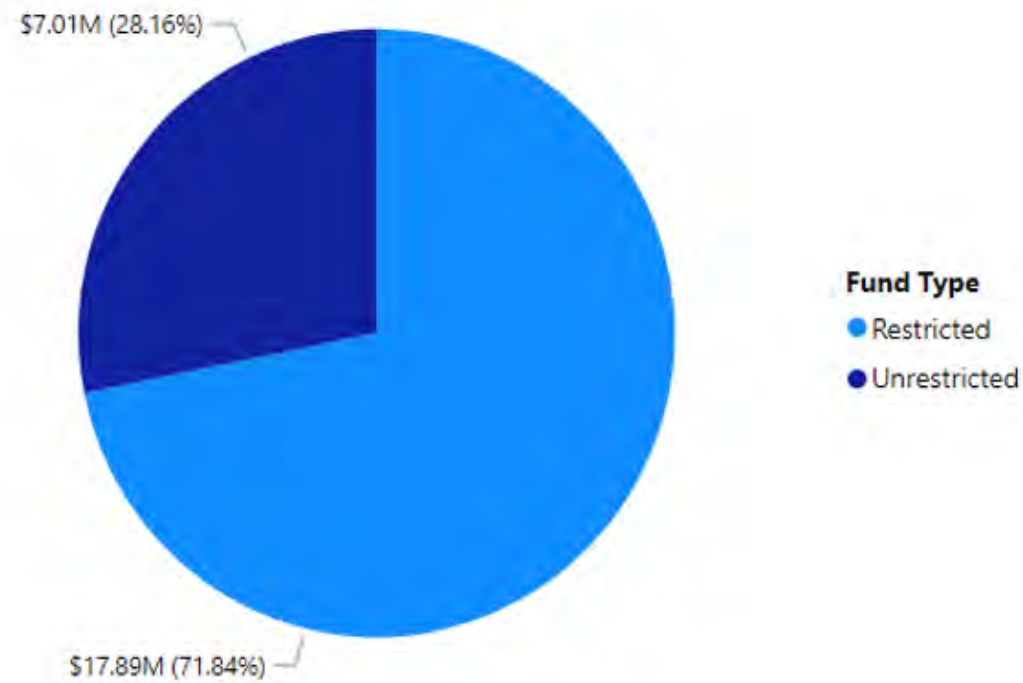
Account Balance by Fund Type: 3/31/22



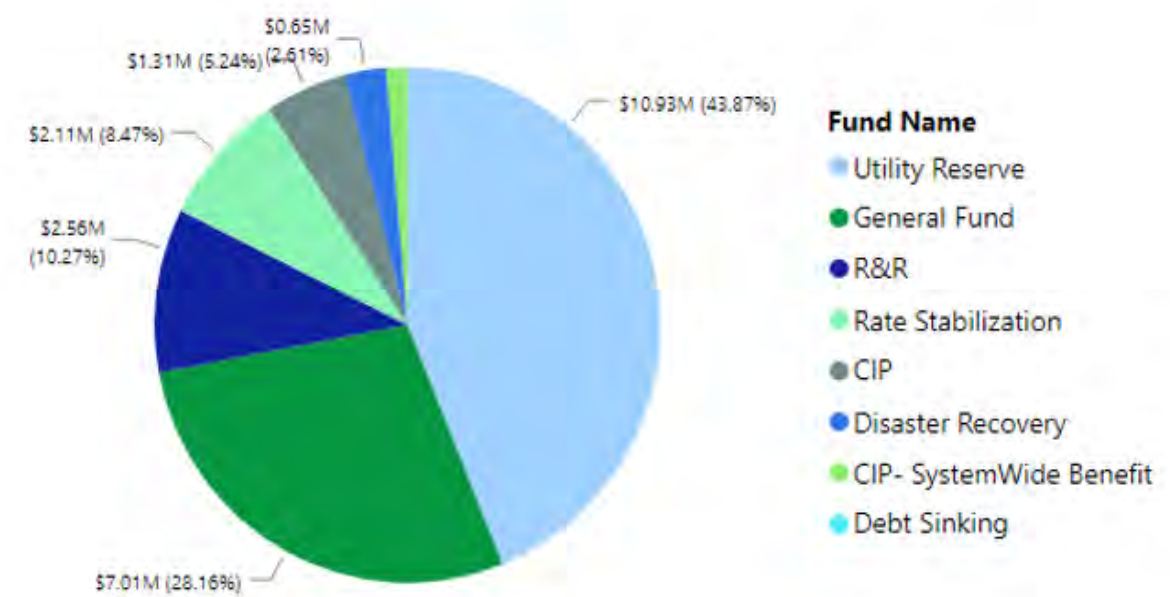
Account Balance by Fund Name: 3/31/22



Account Balance by Fund Type: 9/30/21

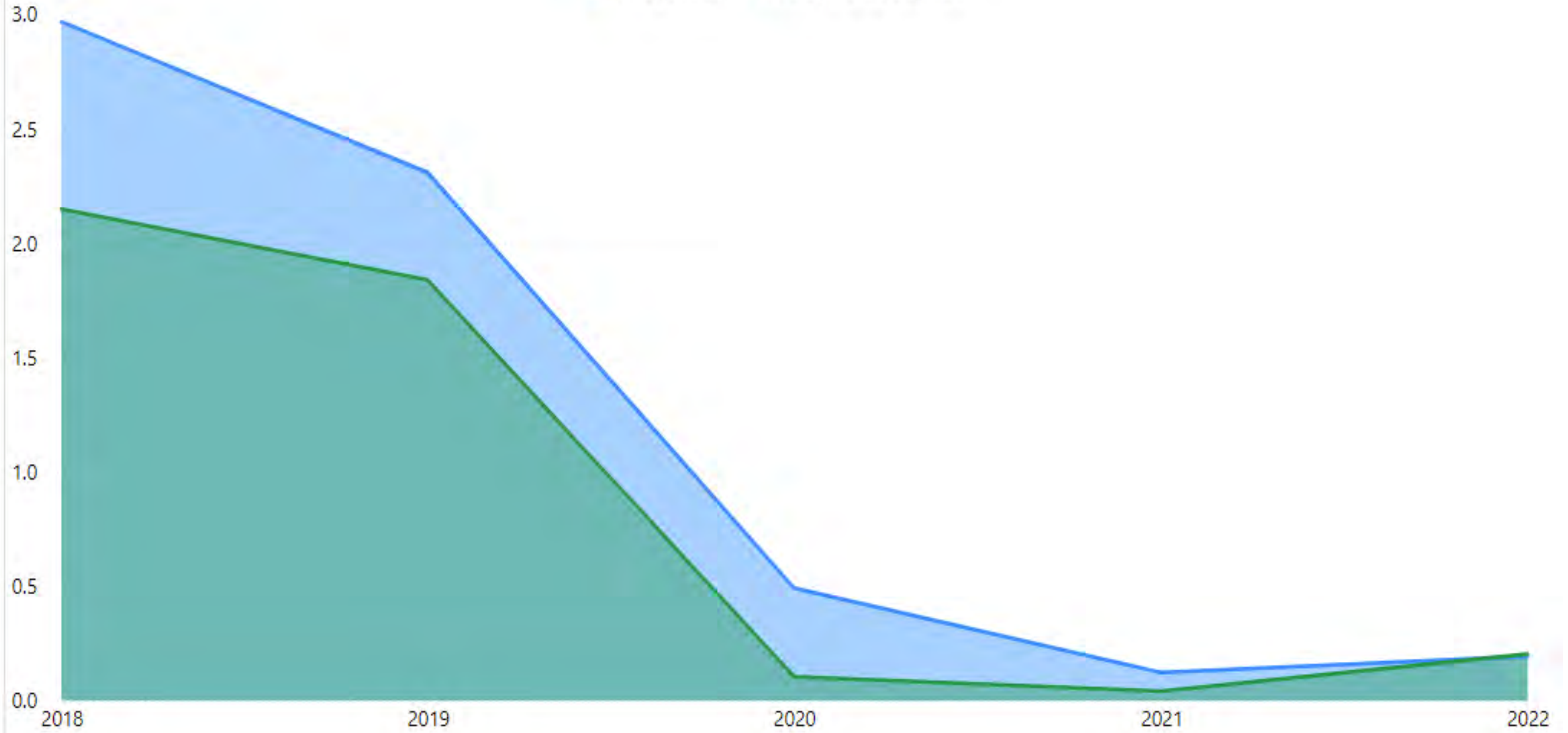


Account Balance by Fund Name: 9/30/21



### Authority Investment Yields to Benchmark (90 Day TBill) 2018 to Present

● Average of SBA ● Average of 90 Day TBill



**PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY**  
**BOARD OF DIRECTORS MEETING**  
*June 1, 2022*

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

**Award Contract for Sludge Loading and Hauling Services**

---

**Recommended Action -**

**Motion** to approve and authorize Executive Director to execute Contract for Sludge Loading and Hauling Services to the lowest responsible and responsive bidder, D.M. Construction Corp.

Bids were requested for the sludge loading and hauling of dewatered sludge from the Peace River Facility in accordance with the Authority's Procurement Policy. Two bids were timely received, and opened on May 11, 2022. Staff recommends award of the Contract for Sludge Loading and Hauling Services to the recommended lowest responsible and responsive bidder, D.M. Construction Corp., in the amount of \$10.50 per ton. This represents a \$2.75/ton increase over our current vendor price of \$7.75 which has been in effect since 2019.

Funds for these purchases are available in the FY 2022 budget.

**Budget Action:** No action needed.

**Attachments**

Tab A Notice of Award & Bid Tabulation

Tab B Sample Contract



**TAB A**  
**Notice of Award & Bid Tabulation**

**NOTICE OF INTENDED DECISION FOR AWARD OF PURCHASE CONTRACT -  
PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY  
SLUDGE LOADING AND HAULING SERVICES**

**Recommended Action - Award purchase contract for Sludge Loading and Hauling Services to the lowest responsible and responsive bidder, D.M. Construction Corp.**

Sludge loading and hauling services were bid in accordance with the Authority's Procurement Policy. Bids were received and opened on May 11, 2022.

Staff recommends the Authority Board of Directors award contract to the lowest responsible and responsive bidder as listed below at the Authority Board meeting on June 1, 2022. Bid tabulation is attached.

<b>Company Name</b>	<b>Bid Amount</b>
D.M. Construction Corp	\$10.50 per ton
Merrell Bros., Inc,	\$20.50 per ton

**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.**

**Posted: May 11, 2022**



# Peace River Manasota

Regional Water Supply Authority

## INVITATION TO BID Sludge Loading and Hauling Services

Bid Opening  
May 11, 2021 @ 10:00 AM  
9415 Town Center Pkwy, Lakewood Ranch, FL 34202

### BID TABULATION SHEET

Company Name	Total Bid Amount	Time Bid Opened
Merrell Brothers	\$ 20.42/ton	10:00 am
DM construction	\$ 10.50/ton	10:01 am

Bid Opened By: Ann Lee  
Name  
Finance & Budget SR Mgr  
Title

[Signature]  
Signature

Witnessed By: Rachel Kersten  
Name  
Agency clerk  
Title

Rachel Kersten  
Signature

**TAB B**  
**Sludge Hauling Contract**

## Contract for Sludge Loading and Hauling Services

This Contract ("Contract") is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2022 by and between Peace River Manasota Regional Water Supply Authority ("Owner"), 9415 Town Center Parkway, Lakewood Ranch, Florida, 34202 and \_\_\_\_\_ ("Contractor"), whose address is \_\_\_\_\_ for sludge loading and hauling services that will be conducted at the Owner's Peace River Water Supply Facility on SW County Road 769, Arcadia Florida 34269 (the "Site").

In consideration of the mutual promises and agreements set forth below, the parties agree as follows:

1. **Exhibits.** The exhibits listed below are attached to and are part of this Contract.  
  
Exhibit A – All responses submitted by Contractor in response to the 2022 Sludge Hauling and Loading Services Invitation to Bid including Contractor's Bid Form  
Exhibit B – Invitation to Bid  
Exhibit C – Instructions to Bidders  
Exhibit D – Technical Specifications & Conditions
2. **Scope of Work.** Contractor shall remove dewatered sludge from the Site, haul, and deliver it to the Charlotte County Landfill ("Landfill") as described in **Exhibit D** in accordance with the terms and conditions of this Contract ("Work"). Owner will pay Contractor on a unit cost basis for the tonnage loaded and delivered to the Landfill. The official weigh station tickets from the landfill will be the basis for payment. Contractor shall provide and pay for all labor, materials, tools, equipment, and supervision necessary for and incidental to the proper execution and completion of the Work.
3. **Commencement.** Contractor shall start performing the Work upon the execution of this Contract by both parties (the "Effective Date"). Owner will not pay for Work done or costs incurred before the Effective Date.
4. **Term.** This Contract will remain in effect through May 31, 2023, unless amended in writing by the parties. This Contract may be renewed in writing under the same terms and conditions for two additional one-year terms.
5. **Contract Price.** Owner shall pay Contractor for performance of the Work at a unit cost of \$\_\_\_\_\_ per ton ("Contract Price"). There is no fuel escalation adjustment provision; the Contract Price is firm for the duration of the Contract.
6. **Payments to Contractor.** Owner will pay Contractor upon receipt of an invoice with adequate supporting documentation to satisfy auditing purposes. Owner will pay Contractor in accordance with Florida's Prompt Payment Act, set forth in Part VII of Chapter 218, Florida Statutes. Contractor shall submit invoices to the Owner monthly at the following address or via email at ap@regionalwater.org:

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

7. **Invoice Requirements.** All invoices must include the following information: (1) Contractor's name, address, and phone number (include remit address, if different than principal address in the introductory paragraph of this Contract ); (2) Contractor's invoice number and date of invoice; (3) Dates of service; (4) Copies of Charlotte County Landfill weigh station tickets; and (5) Supporting documentation necessary to satisfy auditing purposes for cost and Work completion. Invoices that do not conform to this paragraph and other requirements of this Contract will not be considered a proper invoice. Owner will not provide compensation for any missing weigh station ticket. It is Contractor's responsibility to present an invoice package that is whole and complete. Charlotte County bills tipping fees directly to Owner; therefore, Contractor must not include disposal costs or disposal fees in any invoice.
8. **Deficient Invoices.** If an invoice does not meet the requirements of this Contract, the Owner will reject the invoice in writing within 20 business days after receipt of the invoice, specifying the deficiency and the action necessary to make the invoice proper. If a corrected invoice is provided to the Owner, the corrected invoice will be paid or rejected within 10 business days after the date the corrected invoice is stamped as received by the Owner. If the Contractor declines to modify the invoice, the Contractor must notify the Owner in writing within five business days of receipt of notice of rejection that the Contractor will not modify the invoice and state the reason(s) therefore. Within five business days of receipt of such notice, if not informally resolved through discussion with the Owner, the dispute will be forwarded to the Owner's Executive Director, and a final determination will be issued by the Owner in accordance with paragraph 4.3.
9. **Continued Performance.** In the event any dispute or disagreement arises during the Contract, the Contractor shall continue to fully perform its obligations in accordance with the Contract. The Contractor shall seek clarification and resolution of any issue, discrepancy, or dispute by submitting a formal request to the Authority's Executive Director, or appointed designee no later than 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. Contractor shall not delay or postpone performance or delivery of goods pending resolution of any disputes or disagreements.
10. **Final Invoice.** Contractor shall submit the final invoice no later than 45 days after all Work is completed. Final invoices that are submitted after that date will be subject to a penalty of 10% of the invoice. If Contractor wishes to request approval for delayed submittal of the final invoice Contractor must do so no later than 10 days before the due date and must state the basis for the delay. Owner will not waive the 10% penalty if Contractor's request is not timely. If Contractor timely submits its request, Owner, in its sole discretion may waive the 10% penalty upon a showing of special circumstances that prevent the timely submittal of the final invoice.
11. **Changes in the Work.** Owner may, without invalidating this Contract, order changes in the Work consisting of additions, deletions, or modifications. Owner will not compensate

Contractor or extend any time requirement or deadline concerning the Work unless the change is authorized by a written change order signed by Owner. The additional compensation or extension of deadlines agreed upon in a written change order constitutes an accord and satisfaction of all claims by the Contractor relating to the subject matter of the change order.

12. **Contractor's Responsibilities.**

- 12.1. **Performance of the Work.** Contractor shall perform the Work upon the terms and conditions set forth in this Contract.
- 12.2. **Licenses.** Contractor shall hold and maintain all licenses that are required to perform the Work.
- 12.3. **Resources.** Contractor shall have sufficient equipment, personnel, and other resources to accomplish the Work.
- 12.4. **Site Knowledge.** Contractor has visited the Site and has become familiar with the Work and the local conditions under which the Work is to be performed.
- 12.5. **Attention.** Contractor shall supervise and direct the Work using Contractor's best skill and attention.
- 12.6. **Corrections.** Contractor shall promptly correct any Work rejected by Owner as falling to conform to the requirements of this Contract whether Owner observes it before or after completion of the Work.
- 12.7. **Site Conditions.** Contractor shall keep the premises and surrounding areas free from accumulation of waste materials and rubbish caused by operations under this Contract. Upon the completion of the Work, Contractor shall remove from and about the work site all waste materials, rubbish, Contractor's tools, construction equipment, machinery, and surplus materials. The only exception to this is that the Contractor will be allowed to store large earthmoving equipment onsite to minimize the costs associated with remobilizing such equipment with each hauling event. However, equipment being stored onsite must be the same equipment being used for the Work. Contractor is prohibited from using the Site or other Owner property as a storage lot for unused equipment.
- 12.8. **Scrutinized Companies.** Contractor complies with Section 287.135, Florida Statutes. As required by Subsection 287.135(5), Florida Statutes, Contractor certifies that it is not on any of the following lists: 1) Scrutinized Companies with Activities in Sudan, 2) Scrutinized Companies with Activities in the Iran Petroleum Energy Sector, or 3) Scrutinized Companies that Boycott Israel.
- 12.9. **Public Entity Crimes.** Contractor complies with Section 287.132, Florida Statutes and has provided the Authority with a Public Entity Crimes statement as required by Subsections 287.133(2) and (3), Florida Statutes and it is true and accurate on the Effective Date of this Contract.

- 12.10. **Discriminatory Vendor List.** Contractor complies with subsection 287.134(2)(a), Florida Statutes. Contractor is not on the discriminatory vendor list maintained by the Florida Department of Management Services under section 287.134, Florida Statutes
- 12.11. **E-Verify.** Contractor complies with Section 448.095, Florida Statutes. As required by Subsection 448.095(2)(a), Florida Statutes, Contractor has registered with and uses the E-Verify System to verify the work authorization status of all newly hired employees. The E-Verify Statement Contractor submitted with its response to the RFP remains true and correct.
- 12.12. **Compliance.** Contractor shall continuously comply with its responsibilities for the duration of the Contract. Contractor shall immediately notify the Authority if any of the statements or affidavits made by Contractor and provided to the Authority become inaccurate or outdated.
13. **Default And Termination.** If Contractor defaults or fails or neglects to carry out the Work in accordance with this Contract or otherwise fails to perform any provision of this Contract, Owner will provide verbal notice of the default to the Contractor and will use its best efforts to provide written notice. If Contractor fails to cure the default within 24 hours from the verbal notice, or as otherwise specified by the Owner, Owner has the right to:
- a. terminate the Contractor without further notice;
  - b. re-bid the Contract;
  - c. complete any of the remaining items of Work through any appropriate method and back charge Contractor for all costs incurred; and
  - d. exercise all other rights and remedies available at law or in equity.
14. **Time.** Time is of the essence in the performance of this Contract. Contractor confirms that it will provide the Work according to the timeframes set forth in this Contract which provide a reasonable time for Contractor's performance of the Work.
15. **Withholding Payments.** Owner may, in addition to other remedies available at law or equity, retain money from amounts due Contractor necessary to satisfy any claim for damages, penalties, costs, and the like asserted by or against Owner. Owner may set off any liability or other obligation of the Contractor or its affiliates to the Owner against any payments due the Contractor under any contract with the Owner. Payments to Contractor may be withheld on account of (i) defective Work not remedied; (ii) claims filed or asserted by any third parties; (iii) failure of Contractor to make payments due to subcontractors or for labor, materials, or equipment; (iv) damage to Owner's property; (v) evidence that the Work will not be completed in accordance with the Technical Specifications & Conditions and that the unpaid balance of the Contract Price will not be adequate to cover Owner's actual damages arising out of the anticipated delay; or (vi) failure to perform the Work In accordance with this Contract. Amounts withheld under this paragraph will not be considered due and will not be paid until the ground(s) for withholding payment have been remedied.



16. **Liability And Indemnification.** Contractor assumes all risks relating to the Work and agrees to be solely liable for, and to indemnify and hold the Owner harmless from all claims, loss, damage and other expenses, including attorney fees and costs and attorney fees and costs on appeal, arising from the Work; provided, however, that Contractor shall not indemnify for that portion of any loss or damages solely caused by the negligent act or omission of the Owner's officers, employees, contractors and agents. This Contract does not in any way constitute an agency relationship between the Owner and the Contractor. Nothing in this Contract shall be interpreted as a waiver of the Owner's sovereign immunity or an extension of its liability beyond the limits established in Section 768.28, Florida Statutes, nor be construed as consent by the Owner to be sued by third parties in any manner arising out of this Contract.
17. **Safety Precautions.** Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance under this Contract . Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury or loss to employees and other persons who may be affected thereby; the work and materials and equipment to be incorporated therein; and other property at the Site or adjacent thereto. Contractor shall give notices and comply with applicable laws, ordinances, rules, regulations, and lawful orders of public authorities bearing on the safety of persons and property and their protection from damage, injury, or loss. Contractor shall promptly remedy damage and loss to property at the site caused in whole or in part by Contractor, or anyone directly or indirectly employed by Contractor or anyone for whose acts Contractor may be liable and for which Contractor is responsible.
18. **Insurance.** Contractor shall maintain the following types of insurance from companies lawfully authorized to do business in the jurisdiction in which the Work is located through the term of this Contract, and any contract extensions. Contractor shall deliver these certificates of insurance to Owner upon execution of this Contract.
  - 18.1. **Workers' Compensation.** Contractor shall maintain insurance for protection from claims under workers' compensation acts or other applicable employee benefits acts, claims for damages because of bodily injury, including death, that may arise out of or result from Contractor's operations under this Contract, whether such operations be by Contractor or by anyone directly or indirectly employed by Contractor. Contractor shall maintain workers' compensation insurance for not less than \$300,000.
  - 18.2. **Contractual Liability.** Contractor shall maintain contractual liability insurance applicable to meet Contractor's obligations for indemnification for not less than \$1,000,000 and both certificates of insurance shall name Owner, it's officers, agents, and employees as additional insureds.
  - 18.3. **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 Florida Insurance Services Office and must include:
    - a. \$1,000,000 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. Owner, its officers, agents, and employees are to be specifically included as additional insureds.
- f. Notice of Cancellation and/or Restriction. The policy must be endorsed to provide Owner with 30 days written notice of cancellation or restriction.

19. **General Provisions**

19.1. **Compliance with Laws.** Contractor, its employees, subcontractors, and agents, must comply with all applicable federal, state, and local laws and regulations relating to the performance of this Contract.

19.2. **Applicable Law and Venue.** Florida law applies to this Contract. Venue for any action under state law will be in the Twelfth Judicial Circuit of Florida. Claims justiciable in federal court will be in the Middle District of Florida.

19.3. **Notices.** All notices or other communications permitted or required under this Contract must be in writing and must be sent to the party at that party's address set forth below or a whatever other address the party specifies in writing. Notices must be personally delivered, sent by certified or registered mail, or sent by nationally recognized overnight courier, postage prepaid. Notice is effective upon receipt.

If to the Authority: Mike Coates, Executive Director  
Peace River Manasota Regional Water Supply Authority  
9415 Town Center Parkway  
Lakewood Ranch, Florida 34202

If to the Contractor: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

19.4. **No Discrimination.** Contractor and its agents will not discriminate against any person on the grounds of race, color, creed, national origin, handicap, age, or sex, in any activity under this Contract. Contractor will comply with all applicable rules, regulations, and orders promulgated to give effect to the Civil Rights Act of 1964, as amended.

19.5. **No Third-Party Beneficiaries.** This Contract is solely for the benefit of the parties. No person or entity other than the Contractor or the Authority shall have any rights or privileges under this Contract in any capacity whatsoever, either as third-party beneficiary or otherwise.

19.6. **Assignment.** Contractor will not assign this Contract without the Authority's consent and a written amendment to this Contract.

- 19.7. **Waiver.** No waiver of any term of this Contract constitutes a waiver of any other provision, whether similar or dissimilar. No waiver of any term constitutes a continuing waiver. No waiver is binding unless signed in writing by the waiving party.
- 19.8. **Severability.** If any term of this Contract is for any reason invalid or unenforceable, the rest of the Contract remains fully valid and enforceable.
- 19.9. **Entire Contract.** This Contract constitutes the entire agreement between the parties and supersedes any prior written or oral agreements or communications between the parties. No modification or amendment of this agreement will be binding unless it is in writing and signed by both parties.
- 19.10. **Interpretation.** Unless the context requires otherwise, the term "include" means "including but not limited to." All words in the singular include the plural, and the use of any gender extends to and includes all genders.
- 19.11. **Survival.** Any provision of this Contract which by its terms binds either party after the expiration or termination of this Contract will survive the expiration or termination of this Contract.
- 19.12. **Costs & Attorney Fees.** If there is any legal action between Owner and Contractor arising out of this Contract, the unsuccessful party shall pay to the prevailing party all costs and expenses, including reasonable attorney fees, incurred by the prevailing party including any appeals.
- 19.13. **Waiver of Jury Trial.** To the extent permitted by law, Contractor and the Authority irrevocably waive any right to trial by jury in any legal proceeding arising out of or relating to this Contract or any of the transactions contemplated by it.
- 19.14. **Public Records.** Each party shall allow public access to documents and materials made or received by either party in accordance with the Public Records Act, Chapter 119, Florida Statutes. The Contractor shall (1) keep and maintain public records that ordinarily would be required by the Authority in order to perform the service; (2) provide the public with access to public records on the same terms and conditions that the Authority would provide the records and at a cost that does not exceed the cost provided by law; (3) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and (4) meet all requirements for retaining public records and transfer, at no cost to the Authority, all public records in possession of the Contractor upon termination of this Contract and destroy any duplicate public records that are exempt or confidential and exempt from public records requirements. All records stored electronically must be provided to the Authority in a format that is compatible with the information technology systems of the Authority. **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (941) 316-1776;**

**ALEE@REGIONALWATER.ORG; OR 9415 TOWN CENTER  
PARKWAY, LAKEWOOD RANCH, FLORIDA 34202.**

The parties have caused their lawful representatives to execute this Contract as set forth below.

**Witnesses:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print name

**Contractor:**

\_\_\_\_\_  
Firm Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print name

\_\_\_\_\_  
Print title

**Attest:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print name

\_\_\_\_\_  
Print title

**Peace River Manasota  
Regional Water Supply Authority:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print name

\_\_\_\_\_  
Print title

**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**  
*June 1, 2022*

**CONSENT AGENDA**  
**ITEM 5**

**Ratify Execution of Water Treatment Chemical Contract (Aqua Ammonia) with Tanner Industries**

---

**Recommended Action -** **Motion** to Award and Ratify Execution of the Chemical Contract for Purchase of 19% Aqua Ammonia with Tanner Industries.

Water treatment chemicals were bid in accordance with the Authority's Procurement Policy and staff recommended award of contracts to the lowest responsible and responsive bidders at the Authority's April 6<sup>th</sup> Board Meeting. Contracts are for an initial term of one (1) year (May 1, 2022 through April 30, 2023) and are eligible for up to two (2) one-year extensions upon mutual consent of the parties.

Subsequent to the April Board meeting, the Board-approved low bidder for Item #8, 19% Aqua Ammonia, Air Gas Specialty Products, declined to execute the Contract unless substantial changes, which were unacceptable to the Authority were made to the Contract. The 2<sup>nd</sup> lowest bidder, Tanner Industries, agreed to enter into the Authority's standard Contract without changes. Because aqua ammonia is essential for the water treatment process, and the existing contract for that supply expired April 30, 2022, a Contract with Tanner Industries for 19% aqua ammonia was executed by the Executive Director. The budget impact is negligible as the difference in bid price of the two bidders was \$0.001/gallon.

<b>Bid Item</b>	<b>Chemical</b>	<b>Recommended Bidder</b>	<b>Current Cost</b>	<b>New Cost</b>
<del>No. 8</del>	<del>19% Aqua Ammonia</del>	<del>Air Gas Specialty Prod.</del>	<del>\$0.51/gal</del>	<del>\$1.0975/gal</del>
No. 8	19% Aqua Ammonia	Tanner Industries	\$0.51/gal	\$1.0985/gal

**Budget Action:** No action needed.

**Attachments:**

Tab A Original Notice of Award, Bid Tabulation

Tab B Executed Contract for Purchase of Aqua Ammonia with Tanner Industries

**TAB A**  
**Original Notice of Award and Bid Tabulation**

**NOTICE OF INTENDED DECISION FOR AWARD OF PURCHASE CONTRACT -  
PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY  
WATER TREATMENT CHEMICALS**

**Recommended Action -                   Accept bids and award Contracts for Purchase of Water Treatment Chemicals to the recommended lowest, responsible, and responsive bidders.**

Water treatment chemicals were bid in accordance with the Authority’s Procurement Policy. Bids were received and opened on March 2, 2022.

Staff recommends the Authority Board of Directors award purchase contracts to the lowest, responsible, and responsive bidders as listed below at the Authority Board meeting on April 6, 2022. Bid tabulation is attached.

<b>Bid Item</b>	<b>Chemical</b>	<b>Recommended Bidder</b>	<b>Unit Cost</b>
No. 1	Coagulant Aid (Water Treatment)	KED Group	\$1.939/LB.
No. 2	Coagulant Aid (Sludge Dewatering)	KED Group	\$1.69/LB
No. 3	Sodium Hydroxide 50% Solution	Brenntag Mid-South	\$789/Dry Ton
No. 4	Copper Sulfate	Thatcher Chemicals of Fla.	\$2.18/LB
No. 5	Copper Sulfate Solution	No Bids	
No. 6	Powdered Activated Carbon	Calgon Carbon	\$2960/Ton
No. 7	12% Sodium Hypochlorite	Allied Universal	\$0.878/GAL
No. 8	19% Aqua Ammonia	Airgas Specialty Products	\$1.0975/GAL
No. 9	Aluminum Sulfate (liquid)	C&S Chemicals	\$322/Ton

**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 proceeding under chapter 120, Florida Statutes.**

**Posted: March 17, 2022**

Peace River Manasota Regional Water Supply Authority  
 Water Treatment Chemicals 2022  
 Bid Opening: March 2, 2022 @ 2:00 pm  
 9415 Town Center Parkway, Lakewood Ranch, FL 34202

Company Name	Total Bid Amount: Item No. 1 Coagulant Aid (water treatment) (\$/lb.)	Total Bid Amount: Item No. 2 Coagulant Aid (sludge dewatering) (\$/lb.)	Total Bid Amount: Item No. 3 Sodium Hydroxide 50% Solution (\$/dry ton)	Total Bid Amount: Item No. 4 Copper Sulfate (\$/lb.)	Total Bid Amount: Item No. 5 Copper Sulfate Solution (\$/gal)	Total Bid Amount: Item No. 6 Powdered Activated Carbon (\$/ton)	Total Bid Amount: Item No. 7 12% Sodium Hypochlorite (\$/gal)	Total Bid Amount: Item No. 8 19% Aqua Ammonia (\$/gal)	Total Bid Amount: Item No. 9 Aluminum Sulfate (liquid) (\$/dry ton)
G2O Technologies - NO BID									
Polydyne, Inc - NO BID									
Jacobi Carbons - NO BID									
Allied Universal			838.30				0.878		
C&S Chemicals									322.00
Univar Solutions			832.00	3.0200					
Thatcher Chemicals				2.18					436.35
Donau Carbon						3,808.00			
Tanner Industries								1.0985	
Chemtrade									495.00
KED Group	1.939	1.69							
Airgas Specialty Products								1.0975 (.1418/Solution lb)	
CarbPure						2,660.00 T 3,000.00 TRA			
Calgon Carbon						2,960.00			
Brenntag Mid-South		1.622**	789.00						

\*\*Non-responsive      \*\*Did not provide product sample per Instructions to Bidders

Bids Opened By: Ann Lee, Finance & Budget Sr. Mgr.  
 Name & Title

[Signature]  
 Signature

Witnessed By: Rachel Kersten, Agency clerk  
 Name & Title

[Signature]  
 Signature



Peace River Facility Chemical Bids  
Carbon Testing Performance Factors  
March 2022

Carbon Name	SAMPLE CODE (see note a)	PAC Dose (see note b) (mg/l)	Bid cost per ton (\$)	Performance Factor (see note c)	Effective Cost (\$)	Rank (see note d)	Sieve Test (%<400)	MSDS Minimum Iodine	Iodine Lab Test
Carb Pure T	A	53.8	\$2,660	1.52	\$4,031	3	90	1032	922
Donau Carbon Water Carb 800	B	60.7	\$3,808	1.71	\$6,511	4	99	800	820
Carb Pure T RA	C	35.5	\$3,000	1.00	\$3,000	2	100	854	792
Calgon WPH1000	D	35.5	\$2,960	1.00	\$2,960	1	94	1095	1147

Notes

- a) Samples were sent as blind samples to the lab, only the Authority was aware of their true identities.
- b) Samples analyzed by Engineering Performance Solutions, Inc. of Jacksonville, Florida in a matrix of raw Peace River water spiked with synthetic organic taste and odor compounds. Dose indicated was the dose required to reduce the taste and odor compounds to target levels in an established timeframe.
- c) Performance factor is established to be 1.0 for the lowest dose that achieved the desired performance metric. This is the baseline dose for comparison and becomes the denominator in the quotient that then defines every other sample identified as: Performance Factor X = (Dose X)/(Baseline Dose)
- d) \*Indicates - Failed to achieve 70% removal at 70 mg\L dose rate.

**TAB B**  
**Executed Contract for Purchase of Aqua Ammonia with Tanner Industries**

**CONTRACT FOR PURCHASE OF GOODS  
WATER TREATMENT CHEMICALS**

This Contract for Purchase of Goods, Water Treatment Chemicals, hereinafter referred to as the "Agreement", is made and entered into on May 1, 2022, between PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY, 9415 Town Center Parkway, Lakewood Ranch, Florida 34202, hereinafter referred to as "Authority", and TANNER INDUSTRIES, INC. hereinafter referred to as "Seller".

**WHEREAS** the Authority desires to engage the Seller to provide water treatment chemicals for the Peace River Regional Water Supply Facility, hereinafter referred to as the "Peace River Facility" on an as-needed basis for a fixed price; and

**WHEREAS** the Seller desires to supply water treatment chemicals as described herein, and has the experience, personnel, and resources to provide these chemicals in a timely manner.

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

**ARTICLE 1. INTEGRATED AGREEMENT**

The terms of this Agreement are intended by the parties as a final expression of their agreement with respect to its terms and as a complete and exclusive statement of its terms. The recitations are incorporated herein by reference.

**ARTICLE 2. DESCRIPTION OF GOODS**

The Seller undertakes to transfer ownership, sell, and deliver possession to the Authority, and the Authority shall pay for, buy and accept the following water treatment chemicals:

19% Aqua Ammonia

These chemicals are to be furnished FOB destination price for the delivery and unloading of water treatment chemicals at the Peace River Facility, as set forth in the Bid Documents and hereinafter referred to as the "goods" or "chemicals".

### **ARTICLE 3. TIME AND PLACE OF DELIVERY**

Delivery of the goods shall occur within five (5) business days of being requested by the Authority. The goods shall be delivered to and unloaded at the Peace River Facility, 8998 SW County Road 769, Arcadia, Florida 34269 ("place of delivery"). Time is of the essence and the Seller shall be held strictly to the delivery date from the receipt of the purchase order. Chemicals not delivered by the date specified shall justify the Authority's option to terminate the contract. All deliveries shall be made between the hours of 8:00 A.M. and 3:00 P.M. EST, Monday through Friday, excluding holidays, unless otherwise agreed to by the Authority.

Seller confirms that its equipment is compatible with the Authority's unloading and storage facilities at no inconvenience to the Authority. Certified weight or volume (as applicable to unit costs) tickets are required with each delivery. The Seller shall provide a separate delivery ticket for each delivery and shall obtain an authorized signature from the Authority. At least one (1) copy of the delivery ticket and corresponding weight or volume (as applicable to unit costs) ticket shall be provided to the Authority with each delivery.

Seller shall also comply with all requirements of the Safety Measures attached hereto as Exhibit E.

### **ARTICLE 4. PRICE**

The unit prices, FOB destination quoted by the Seller in its Bid Form, and attached as Exhibit A, shall be considered firm throughout the term of the Agreement. The prices

quoted shall be used for payment and shall include payment in full for all transportation, labor, equipment, and other costs used in delivering all goods to the point of delivery and the unloading of such goods. There shall be no cost adjustments.

Storage tanks, where required, for goods offered under this Agreement shall be furnished by the Seller (s) at the Authority's option on loan, and at no cost to the Authority. Estimated quantities are not guaranteed. The Authority is not obligated to make any minimum quantity purchases from the Seller during the Agreement term.

#### **ARTICLE 5. CANCELLATION**

Failure by the Seller to comply with terms of this Agreement shall be deemed a breach of contract claim against Seller and shall, at the Authority's sole and absolute discretion, result in the cancellation of this Agreement in accordance with ARTICLE 19. TERMINATION.

#### **ARTICLE 6. COMPENSATION**

This Agreement shall be assigned a blanket purchase order number for the anticipated deliveries for the term. Separate invoicing shall be required for each delivery, showing the Purchase Order number.

The Seller shall prepare and submit to the Authority invoices for goods delivered. The Executive Director, or the Executive Director's designee, shall approve payment after verifying delivery is in compliance with all requirements of this Agreement. Payment shall be made in accordance with the Part VII of Chapter 218, Florida Statutes, the Florida Prompt Payment Act. The Authority may, in addition to other remedies available at law or equity, retain such monies from amounts due Seller 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 Seller to the Authority against

any payments due the Seller under this Agreement.

#### **ARTICLE 7. SELLER'S ASSIGNMENT OF PAYMENT**

The Seller may not assign the right to receive payment from the Authority.

#### **ARTICLE 8. EXPRESS WARRANTY**

In addition to any implied warranties of the Uniform Commercial Code, the Seller warrants to the Authority that the goods being sold under this Agreement shall strictly meet the specifications in Exhibit D.

#### **ARTICLE 9. RIGHT OF INSPECTION**

The Authority shall have the right to inspect the goods at the time and place of delivery, before payment or acceptance.

#### **ARTICLE 10. ALLOCATION OF RISK OF LOSS**

Any risk or loss associated with the goods remains with the Seller until the time of acceptance of the goods by the Authority at the place of delivery.

#### **ARTICLE 11. REJECTION OF NONCONFORMING GOODS**

Rejection of goods for failure to conform to the requirements of this Agreement must be made within thirty (30) days after their delivery and inspection. The Authority shall send written notification of the rejection to the Seller. The notice must state the basis of the alleged nonconformity of the goods and describe the portion of the shipment being rejected.

On receipt of notification of rejection, the Seller shall immediately arrange for the return shipment of the goods at the Seller's expense. The Seller shall ship replacement conforming goods, at no additional cost to the Authority, within ten (10) business days of the notice of rejection unless the Authority notifies the Seller to forgo the shipment before

that date.

#### **ARTICLE 12. ADDITIONAL REMEDIES OF THE AUTHORITY**

In addition to any of the remedies provided under the Uniform Commercial Code, if the Seller is unable to provide services because of breakdown, product scheduling, lack of product or equipment, then the Authority may, on an order basis, go to another supplier. The Seller recognizes that this Agreement is not an exclusive contract to purchase chemicals.

#### **ARTICLE 13. EXCLUSIVE REMEDIES OF THE SELLER**

The exclusive remedies of the Seller under this Agreement are to have any goods not paid for returned to the Seller, or to receive, on demand, the purchase price for any goods not paid for in accordance with the terms of this Agreement and not returned within sixty (60) days of the demand.

#### **ARTICLE 14. WAIVER**

No claim or right arising out of a breach of this Agreement can be discharged by the Authority in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration, is in writing, and is signed by the Executive Director or appointed designee.

#### **ARTICLE 15. SELLER'S DELEGATION**

The Seller may not delegate its performance in the delivery of goods under this Agreement without the prior written consent of the Authority. Written consent shall be in Authority's sole discretion, and if granted, shall be given once the Authority has received satisfactory assurances that the quality of goods being substituted shall be equivalent to that of the contract goods, that all terms of the Contract Documents are complied with, and that the delegation shall not otherwise adversely affect the Authority's rights and

obligations with regard to other sellers.

## **ARTICLE 16. SELLER'S INSURANCE REQUIREMENTS**

A. The Seller must maintain during the 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.

B. The amounts and types of insurance shall be appropriate for the services being performed by the Seller, its employees, or agents and must conform to the following minimum requirements:

1. Workers Compensation. Coverage must apply for all employees and statutory limits in compliance with the applicable state and federal laws. In addition, the policy must include the following:

a. Employer's Liability with a minimum limit per accident in accordance with statutory requirements.

b. Notice of Cancellation and/or Restriction. The policy must be endorsed to provide Authority with thirty (30) days written notice of cancellation and/or restriction.

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

a. \$1,000,000.00 combined limit per occurrence for bodily injury, personal injury, and property damage.

b. Contractual coverage applicable to this specific contract, including any hold harmless and/or indemnification agreement, broad form property damage, explosion, collapse, and underground hazard coverage and independent Seller'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. Seller must deliver to the Authority Certificates of Insurance evidencing the insurance coverage specified in this ARTICLE 16 prior to execution of this 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. Seller shall provide the Authority with financial information concerning any self-insurance fund insuring Seller. At the Authority's option, Self-Insurance Fund financial information may be waived.

E. All the policies of insurance so required of Seller, except workers compensation, shall be endorsed to include as additional insureds: The Authority, its

directors, officers, employees, and agents. Such insurance policies shall include or be endorsed to include a cross liability clause so the additional insureds will be treated as if a separate policy were in existence and issued to them. If the additional insureds have other insurance, which might be applicable to any loss, the insurance required of Seller 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. Seller 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 Seller hereunder. Seller acknowledges and agrees the Authority does not in any way represent the insurance (or the limits of insurance) specified in this ARTICLE 16 is sufficient or adequate to protect Seller'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 Seller by certified mail. Seller 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 Seller may be observing the correction, removal,

or replacement of defective work.

J. Seller shall, upon request by the Authority, deliver to the Authority a copy of each insurance policy purchased by Seller.

K. All policies, except for workers' compensation, shall contain provisions to the effect that in the event of payment of any loss or damage the insurer will have no rights of subrogation against the Authority, its Sellers, directors, officers, employees, representatives, or agents. Nothing contained in these insurance requirements is to be construed as limiting the liability of Seller or Seller's insurance carriers.

L. The commercial (occurrence form) or comprehensive general liability (occurrence form) insurance shall include contractual liability insurance applicable to all of the Seller's obligations under the Agreement, including any indemnity or hold harmless provision.

M. Seller shall require each of its subcontractors, suppliers, and other persons or organizations working for Seller to procure and maintain, until the completion of that party's work or services, insurance of the types and in the coverage amounts required to be carried by Seller in the Agreement unless the Authority agrees, in writing, to other types of coverage and/or lower coverage amounts. Seller shall be responsible for ensuring all of its subcontractors, suppliers, and other persons or organizations working for Seller in connection with the Project comply with all of the insurance requirements contained herein relative to each such party. The Seller must obtain certificates of insurance from any subcontractor otherwise the Seller must provide evidence satisfactory to the Authority that coverage is afforded to the subcontractor or by the Seller's insurance policies.

## **ARTICLE 17. CONTRACT TERM**

Term of this contract is for **one (1) year** commencing on May 1, 2022 through April 30, 2023 with the exception of Aluminum Sulfate and Aqua Ammonia which have a contract term of **thirteen (13) months** commencing on April 1, 2022 through April 30, 2023. All contracts may be extended for two (2) one (1) year periods upon mutual written agreement of both parties. Written agreement for each contract extension shall be approved no later than January 15 for the ensuing contract year. All Agreement terms, including ARTICLE 4. PRICES, shall remain the same through the term of any extension, except that a new blanket purchase order shall be issued under ARTICLE 6. COMPENSATION.

## **ARTICLE 18. CONTRACT DOCUMENT**

The Contract Documents that comprise the contract between the Authority and the Seller are attached hereto and made a part hereof and consists of the following:

- This Agreement;
- Bid Form submitted by Seller in accordance with the Instruction to Bidders, including an executed Public Entity Crimes Statement and E-Verify Affidavit, attached as Exhibit A;
- Invitation to Bid, attached as Exhibit B;
- Instruction to Bidders, attached as Exhibit C;
- Technical Specifications, including the Minimum Specifications for Water Treatment Chemicals, attached as Exhibit D;
- Safety Measures, attached as Exhibit E;
- Any addenda to the Bid Documents, if applicable, attached as Exhibit F; and
- Any written amendments or modification to this Agreement.

## **ARTICLE 19. TERMINATION**

This Agreement may be terminated by the Authority, with or without cause, upon seven (7) days written notice. In the event the Agreement is terminated by Authority or upon expiration, the duties and obligations of Seller under the following provisions shall survive termination or upon expiration, and continue in full force and effect:

1. ARTICLE 10. ALLOCATION OF RISK OF LOSS;
2. ARTICLE 12. ADDITIONAL REMEDIES OF THE AUTHORITY;
3. ARTICLE 13. EXCLUSIVE REMEDIES OF THE SELLER;
4. ARTICLE 19. TERMINATION;
5. ARTICLE 20. GOVERNING LAW;
6. ARTICLE 24. INDEMNIFICATION; and
7. ARTICLE 32. DISPUTES.

## **ARTICLE 20. GOVERNING LAW**

This Agreement shall be governed by and construed in accordance with the Uniform Commercial Code - Sales. Wherever the term "Uniform Commercial Code" is used, it shall be construed as meaning the Uniform Commercial Code as adopted in the State of Florida, as effective and in force on the date of this Agreement.

Should litigation be necessary to enforce any term or provision of this Agreement, or to collect any portion of the amount payable under this Agreement, then all litigation and collection expenses, witness fees, court costs, and reasonable attorneys' fees shall be paid to the prevailing party. The venue of any litigation resulting out of this Agreement shall be in the county or circuit court, whichever is applicable, in and for Manatee County, Florida.

## **ARTICLE 21. PARTIES BOUND**

This Agreement shall be binding on and inure to the benefit of its parties and their partners, successors, assigns, and legal representatives when permitted by this Agreement.

## **ARTICLE 22. NON-EXCLUSIVITY**

This is not an exclusive contract. The Authority has the right to contract with other suppliers for the purchase of water treatment chemicals described in Exhibit B from one or more suppliers.

## **ARTICLE 23. MODIFICATION**

This Agreement may be modified only in writing and signed by both parties or their duly authorized agents.

## **ARTICLE 24. INDEMNIFICATION**

The Seller shall indemnify and save the Authority, its agents, servants, and employees harmless from and against any claim, costs, including its attorney's fees, or cause of action of whatsoever kind or nature caused by negligent error, omission, or act of the Seller, its agents, servants, or employees in the performance of this Agreement.

## **ARTICLE 25. INDEPENDENT CONTRACTOR**

The Seller expressly warrants that it will not represent at any time or in any manner that the Seller or any of its agents, servants, or employees are agents, servants, or employees of the Authority. It is understood and agreed that the Seller is, and shall at all times remain as to the Authority, a wholly independent contractor and that the Seller's obligations to the Authority are solely as prescribed by this Agreement. It shall be the responsibility of the Seller to assure compliance with local, state, or federal laws and regulations or other requirements as each may apply to the sale, delivery, and goods

purchased pursuant to this Agreement.

#### **ARTICLE 26. SEVERABILITY**

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

#### **ARTICLE 27. SCRUTINIZED COMPANIES**

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

## **ARTICLE 28. PUBLIC ENTITY CRIMES**

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, Seller 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. Seller further agrees to notify the Authority if placement on either of these lists occurs.

## **ARTICLE 29. PROHIBITION AGAINST CONTINGENCY FEES**

Seller warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Seller to solicit or secure this Agreement and that Seller has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for Seller, 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.



## **ARTICLE 30. REPRESENTATIVES/NOTICE**

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: Mike Coates, Executive Director

If to the Seller: Tanner Industries, Inc.  
735 Davisville Rd.  
Southampton, PA 18966  
Attention: Matt Tanner, Sales Administrator

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

## **ARTICLE 31. DOCUMENTS AND DATA**

The Authority and the Seller shall comply with the provisions of Chapter 119, Florida Statutes (Public Records Law). Each party shall allow public access to documents and materials made or received by either party in accordance with the Public Records Act, Chapter 119, Florida Statutes. The Seller 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 Seller upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records requirements. All records stored electronically must be provided to the Authority in a format that is compatible with the information technology systems of the Authority. IF THE SELLER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE SELLER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (941) 316-1776; ALEE@REGIONALWATER.ORG; OR 9415 TOWN CENTER PARKWAY, LAKEWOOD RANCH, FLORIDA 34202.

#### **ARTICLE 32. DISPUTE RESOLUTION**

In the event any dispute or disagreement arises during the course of the Agreement, the Seller shall fully perform in accordance with the Agreement. The Seller shall seek clarification and resolution of any issue, discrepancy, or dispute by submitting a formal request to the Authority's Executive Director, or appointed designee 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 goods shall be delayed or postponed pending resolution of any disputes or disagreements.

#### **ARTICLE 33. E-VERIFY**

Seller warrants compliance with all federal immigration laws and regulations that relate to their employees. Seller 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. Seller by entering into this Agreement with the Authority, certifies: (i) it is registered with and uses the E-Verify system operated by the U.S. Department of Homeland Security to verify the work authorization status of all newly

hired employees, (ii) during the year prior to making its submission or entering into this Agreement, no contract of Seller was terminated by a public employer in compliance with Section 448.095, Florida Statutes, and (iii) Seller is and shall remain in compliance with Sections 448.09 and 448.095, Florida Statutes, including securing and maintaining subcontractor affidavits as required by Section 448.095(2)(b), Florida Statutes. The Authority's receipt of proof that Seller is E-Verify system participants is a condition precedent to entering this Agreement. Notwithstanding the provisions of ARTICLE 19. TERMINATION, if the Authority has a good faith belief that Seller has 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. Seller 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 Seller or its subcontractors to comply with the E-Verify requirements referenced herein.

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

Peace River Manasota  
Regional Water Supply Authority

ATTEST:

BY: Rachel Kersten

Mike Coates  
Mike Coates, Executive Director

WITNESS

SELLER:

BY: Lisa Conway

Lisa Conway - Sales Admin. Specialist

BY: [Signature]

BRAD TANNER - Pres & CEO  
Print Name & Title

APPROVED AS TO FORM:

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

**BOARD APPROVED**

APR - 6 2022

Peace River Manasota  
Regional Water Supply Authority

**EXHIBIT A**

(Bid Form submitted by Seller in accordance with the Instruction to Bidders, including executed Public Entity Crimes Statement and E-Verify Registration Proof & Affidavit)

**BID FORM  
WATER TREATMENT CHEMICALS**

Bidder's contact person for additional information on this bid.

NAME: Matt Tanner  
TITLE: Sales Administrator  
COMPANY: Tanner Industries, Inc.  
ADDRESS: 735 Davisville Road  
CITY, STATE, ZIP: Southampton, PA 18966  
TELEPHONE: (215) 322-1238  
EMAIL: sales @ tannerind.com  
FAX: (215) 322-7791

**STREET ADDRESS IF DIFFERENT FROM ABOVE:**

STREET ADDRESS: \_\_\_\_\_  
CITY, STATE, ZIP: \_\_\_\_\_

**BIDDER'S DECLARATION AND UNDERSTANDING**

The undersigned, hereinafter referred to as the "Bidder", declares that the only persons or parties interested in this bid proposal are those named herein, that this bid proposal is, in all respects, fair and without fraud, that it is made without collusion with any official of the Authority, and that the bid proposal is made without any connection or collusion with any person submitting another bid proposal on this Contract for Purchase of Goods.

If this Bid is awarded to Bidder, Bidder agrees to acknowledge the terms and conditions of the attached Contract for Purchase of Goods, Water Treatment Chemicals, ("Contract") and agrees to return a signed Contract and the required Certificate of Insurances to the Authority within fifteen (15) calendar days after receipt of the Notice of Award.

Bidder hereby acknowledges receipt of Addenda No.'s, if any, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, (Bidder shall insert No. of each addendum received) and agrees that all addenda issued are hereby made part of the Contract Documents, and the Bidder further agrees that this bid proposal(s) includes all impacts resulting from said addenda.

Bidder agrees that any and all applicable federal, state, and local sales and use taxes that are incurred by the Bidder are included in the bid. The Authority is tax exempt.

Award shall be made to the lowest responsible and responsive bidder(s) whose bid is determined to be the most advantageous to the Authority. Bidders may submit a bid for one or more of the bid items. Each bid item shall be awarded to the lowest responsive and responsible bidder(s) for that bid item. This shall not be an exclusive contract and the Authority reserves the right to enter into contracts with other suppliers of water treatment chemicals and to purchase water treatment chemicals from one or more suppliers.

The following Bid Prices shall be in effect for one (1) year from May 1, 2022 through April 30, 2023:

BID ITEM	DELIVERY METHOD	EST. OF ANNUAL QUANTITY	UNIT	UNIT PRICE
Item No. 1 Coagulant Aid (water treatment)	50 lb. Moisture Proof Bag	33,000	Pound	\$ <u>No Bid</u>
Item No. 2 Coagulant Aid (sludge dewatering) <b>See Note (1)</b>	275-Gallon Totes	100,000	Solution Pound	\$ <u>No Bid</u>
Item No. 3 Sodium Hydroxide 50% Solution	Bulk Delivery	1,500	Dry Ton	\$ <u>No Bid</u>
Item No. 4 Copper Sulfate	50 lb. Moisture Proof Bag	50,000	Per Pound	\$ <u>No Bid</u>
Item No. 5 Copper Sulfate Solution	275-Gallon Totes	5,000	Per Gallon	\$ <u>No Bid</u>
Item No. 6 Powdered Activated Carbon <b>See Note (2)</b>	Bulk Delivery	750	Ton	\$ <u>No Bid</u>
Item No. 7 12% Sodium Hypochlorite	Bulk Delivery	750,000	Per Gallon	\$ <u>No Bid</u>

Delivery time shall not exceed five (5) working days upon receipt of request for goods by the Authority excluding Powder Activated Carbon, which shall not exceed ten (10) working days for delivery.

**Note (1): All bidders for Item No. 2 Coagulant Aid - Sludge Dewatering shall**



**submit a sample of the product bid of no less than one 5-gallon container of product solution. Product samples must be included with bid package.**

**Note (2): All bidders for Powdered Activated Carbon shall submit a sample of the product bid in an amount no less than one-fourth pound. Product samples must be included with bid package. Bidders wishing to submit multiple product samples shall submit a testing fee for each additional sample over one (1) in the form of a check or money order in the amount of \$500.00 payable to the Peace River Manasota Regional Water Supply Authority.**

★ Price is \$1,494.00 per ton of contained anhydrous ammonia delivered.  
 - Please note that aqua ammonia will be invoiced on a per ton of contained anhydrous ammonia basis.

The following Bid Prices shall be in effect for thirteen (13) months from April 1, 2022 through April 30, 2023:

BID ITEM	DELIVERY METHOD	EST. OF ANNUAL QUANTITY	UNIT	UNIT PRICE
Item No. 8 19% Aqua Ammonia	Bulk Delivery	100,000	Gallon	★ \$ <u>1.0985</u>
Item No. 9 Aluminum Sulfate (liquid)	Bulk Delivery	7,500	Dry Ton	\$ <u>No Bid</u>

Delivery time shall not exceed five (5) working days upon receipt of request for goods by the Authority.

The names of the principal officers of the corporation submitting this bid proposal, or of the partnership, or of all persons interested in this bid proposal as principals are as follows:

Stephen B. Tanner - President \_\_\_\_\_  
Mark Tanner - Vice President \_\_\_\_\_  
Greg Tanner - Vice President \_\_\_\_\_  
Eric Hindawi - Treasurer \_\_\_\_\_

DATED this 22nd day of February, 2022.

Bidder: Tanner Industries, Inc.

CORPORATE SEAL  
IF APPLICABLE

By: [Signature]  
Signature

Matt Tanner / Sales Administrator  
Print Name and Title

**IF NOT A CORPORATION**

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this \_\_\_\_\_ by \_\_\_\_\_ of \_\_\_\_\_, a \_\_\_\_\_ 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-STATE OF FLORIDA  
Name typed, printed, or stamped: \_\_\_\_\_  
My commission expires: \_\_\_\_\_

**IF CORPORATION**

STATE OF Pennsylvania  
COUNTY OF Bucks

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this FEBRUARY 22, 2022 by MATT TANNER of TANNER INDUSTRIES, INC. a S. CORPORATION organized under the laws of the State of Pennsylvania, on behalf of the corporation, who is personally known to me or has produced \_\_\_\_\_ as identification.

Samantha Tanner  
\_\_\_\_\_  
NOTARY PUBLIC-STATE OF FLORIDA PENNSYLVANIA  
Name typed, printed, or stamped: SAMANTHA TANNER  
My commission expires: JULY 19, 2023

Commonwealth of Pennsylvania - Notary Seal  
Samantha Tanner, Notary Public  
Bucks County  
My commission expires July 19, 2023  
Commission number 1349030  
Member, Pennsylvania Association of Notaries

PUBLIC ENTITY CRIMES STATEMENT

Sworn Statement Under Section 287.133(3)(a), Florida Statutes,  
on Public Entity Crimes

THIS STATEMENT 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

Matt Tanner, Sales Administrator  
(Print individual's name and title)

for Tanner Industries, Inc  
(Print name of entity submitting sworn statement)

whose business address is

735 Davisville Road, Southampton, PA 18966

and (if applicable) its Federal Employer Identification Number (FEIN) is

23-2050034

(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement \_\_\_\_\_).

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

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

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

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

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

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

I understand that the submission of this form to the contracting officer for the public entity identified in paragraph (1) above is for the public entity only and, that this form is valid through December 31 of the calendar year in which it is filed. I also understand that 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.

BIDDER:

[Signature]  
(Signature)

2/22/22  
(Date)

STATE OF PENNSYLVANIA  
COUNTY OF Bucks

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this FEBRUARY 22, 2022 by MIHA TANNER of \_\_\_\_\_  
TANNER INDUSTRIES, INC., a S. CORPORATION organized under the laws of the State of PENNSYLVANIA, on behalf of the company, who is personally known to me or has produced \_\_\_\_\_ as identification.

Samantha Tanner  
NOTARY PUBLIC-STATE OF ~~FLORIDA~~ PENNSYLVANIA  
Name typed, printed, or stamped: Samantha TANNER  
My commission expires: July 19, 2023

Commonwealth of Pennsylvania - Notary Seal  
Samantha Tanner, Notary Public  
Bucks County  
My commission expires July 19, 2023  
Commission number 1349030

Member, Pennsylvania Association of Notaries

**Contract Holder E-Verify Registration and Affidavit**

As provided in Section 33 of the Agreement, pursuant to Section 448.095, Florida Statutes, beginning January 1, 2021, Consultant shall register with and use the U.S. Department of Homeland Security's E-Verify system, (<https://e-verify.uscis.gov/emp>) to verify the work authorization status of all Consultant employees hired on and after January 1, 2021. Additionally, Consultant shall require all subconsultants performing work under this Agreement to use the E-Verify system for any employees hired on and after January 1, 2021. Consultant must provide evidence to the Authority of compliance with Section 448.095, Florida Statutes, prior to entering the Agreement

**Affidavit**

I hereby certify that Tanner Industries, Inc. (Contract holder) does not employ, contract with, or subcontract with any unauthorized aliens, and is otherwise in full compliance with Section 448.095, Florida Statutes.

All employees hired on or after January 1, 2021, have had their work authorization status verified through the E-Verify system.

A true and correct copy of Tanner Industries, Inc. (Contract holder) proof of registration in the E-Verify system is attached to this Affidavit.

[Signature] \_\_\_\_\_ 2/23/22  
Signature Date

Matt Tanner  
Print Name

STATE OF PENNSYLVANIA  
COUNTY OF BUCKS

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this 2/23/2022 (date) by MATT TANNER (name of officer or agent, title of officer or agent) of TANNER INDUSTRIES, INC. (name of Consultant company acknowledging), a S. CORPORATION (state or place of incorporation) corporation, on behalf of the corporation. He/she is personally known to me or has produced \_\_\_\_\_ (type of identification) as identification.

Commonwealth of Pennsylvania - Notary Seal  
Samantha Tanner, Notary Public  
Bucks County  
My commission expires July 19, 2023  
Commission number 1349030  
Member, Pennsylvania Association of Notaries

Samantha Tanner  
Notary Public

SAMANTHA TANNER  
Name typed, printed or stamped

My Commission Expires: July 19, 2023



## My Company Account

# My Company Profile

## Company Information

**Company Name**

Tanner Industries, Inc.

**Doing Business As (DBA)**

---

**Company ID**

838173

**Enrollment Date**

12/18/2014

**Employer ID Number**

232050034

**DUNS Number**

---

**Total Number of Employees**

100 to 499

**NAICS Code**

424

**Sector**

Wholesale Trade

**Subsector**

Merchant Wholesalers, Nondurable Goods

# NSF International

RECOGNIZES

**TANNER INDUSTRIES, INC.**  
Plant at: APOPKA, FL

AS COMPLYING WITH NSF/ANSI 60.  
PRODUCTS APPEARING IN THE NSF OFFICIAL LISTING ARE  
AUTHORIZED TO BEAR THE NSF MARK.



Certification Program  
Accredited by the  
American National  
Standards Institute



Certification Program  
Accredited by the  
International Council  
of Canada

This certificate is the property of NSF International and must be returned upon request. To verify certification, call 800-NSF-MARK or (414) 734-7900 x117.

A handwritten signature in blue ink, appearing to read "James K. Pischel".

James K. Pischel, General Manager  
Water Distribution Systems

March 11, 2002  
Certificate 01261-01



**TANNER INDUSTRIES, INC.**  
**Product Specification - Trace Element Analysis**

**Facility: Apopka, FL**  
**Product: 19% Aqua Ammonia (Ammonium Hydroxide)**  
**Grade: Reagent (Blended with Deionized water )**  
**Production Assay : 18.5% - 19.5 % Ammonia**

Description: Aqua Ammonia is a water solution of ammonia with production assay by weight of ammonia in water. The material is made using water from either the public mains or facility wells. The water is then softened if necessary for technical grade or deionized for reagent grade. The water supplies contain trace elements. A typical analysis of the trace elements for this grade of material follows:

				METHOD:
Iron	< 0.000003%	< 0.032	ppm	SW-846 6010 C
Heavy Metals (as Pb)	< 0.000000%	< 0.0049	ppm	SW-846 6010 C
Chloride	< 0.000003%	< 0.03	ppm	ACS
Carbon Dioxide (CO <sub>2</sub> )	< 0.002%	< 20	ppm	ACS
Sulfur	< 0.000009%	< 0.094	ppm	SW846 6010 C
Sulfate	0.000067%	0.67	ppm	EPA 300.0
Arsenic	< 0.000001%	< 0.0052	ppm	SW-846 6010 C
Zinc	0.000002%	0.0160	ppm	SW-846 6010 C
Chromium	< 0.000000%	< 0.0015	ppm	SW-846 6010 C
Phosphates	< 0.000000%	< 0.0039	ppm	ACS
Nitrate as N	0.000004%	0.042	ppm	ACS
Sodium	< 0.000027%	< 0.27	ppm	SW846 6010 C
Non-Volatile Residue	< 0.000100%	< 1	ppm	ACS
Residue After Ignition	< 0.002000%	< 20	ppm	ACS
Calcium	< 0.000012%	< 0.12	ppm	SW-846 6010C
Copper	< 0.000000%	< 0.0016	ppm	SW-846 6010C
Magnesium	< 0.000007%	< 0.068	ppm	SW-846 6010C
Potassium	< 0.000012%	< 0.12	ppm	SW-846 6010C
Aluminum	< 0.000004%	< 0.043	ppm	SW-846 6010 C
Substances Reducing Permanganate	Passes Codex Test	Pass		ACS
Color (APHA)		< 5		SM 2120 B-2011
Turbidity Units (NTU)		< 0.50		EPA 180.1

Please note that the amount of trace elements listed are typical. The actual values may vary slightly. Purchase specifications should list maximum permitted values. Where special quality specifications are necessary, accommodations may be made by notifying our sales personnel.

The material meets the specifications of the National Formulary (NF) for Strong Ammonia Solutions, Federal Specification A-A-59370 (except for packaging) and the Food Chemical Codex. In addition, Reagent Grade material meets the specifications for USP Reagent Grade and the American Chemical Society (ACS) Reagent chemicals.



Tanner Industries, Inc.

## SAFETY DATA SHEET

### Section 1. Identification

Product Name: **Ammonium Hydroxide (10% to 30%)**  
Synonyms: Ammonium Hydroxide Solutions, Aqua Ammonia, Aqua Ammonia Solutions, Ammonia Solutions, Ammonia Aqueous, Ammonia Water

CAS REGISTRY NO: 1336-21-6

Supplier: Tanner Industries, Inc.  
735 Davisville Road, Third Floor  
Southampton, PA 18966

Website: [www.tannerind.com](http://www.tannerind.com)

Telephone (General): 215-322-1238  
Corporate Emergency Telephone Number: 800-643-6226  
Emergency Telephone Number: Chemtrec: 800-424-9300

Recommended Use: Various Industrial

### Section 2. Hazard(s) Identification

Hazard: Acute Toxicity, Corrosive, Acute Aquatic Toxicity

Classification: Acute Toxicity, Inhalation (Category 4)      Note: (1 - Most Severe / 4 - Least Severe)  
Acute Toxicity, Oral (Category 4)  
Skin Corrosion / Irritation (Category 1B)  
Serious Eye Damage / Irritation (Category 1)  
Acute Aquatic Toxicity (Category 1)

Pictogram:



Signal word: **Danger**

Hazard statements: Harmful if inhaled.  
Harmful if swallowed.  
Causes severe skin burns and eye damage.  
Very toxic to aquatic life.

Precautionary statements: Avoid breathing mist/vapors/spray.  
Use only outdoors or in a well-ventilated area.  
Do not eat, drink or smoke when using this product.  
Wear protective gloves, protective clothing, eye protection, face protection.

Precautionary statements  
(continued):

IF INHALED: Remove person to fresh air and keep comfortable for breathing. Call a doctor/physician and seek medical attention for severe exposure or if symptoms persist. Specific treatment, see supplemental first aid instructions in Section 4 (First Aid Measures).

IF SWALLOWED: Rinse mouth. Do NOT induce vomiting. Call a poison center/doctor/physician. See supplemental first aid instructions in Section 4 (First Aid Measures).

IF ON SKIN (or hair): Take off immediately all contaminated clothing. Rinse skin with water or shower (minimum of 20 minutes). See supplemental first aid instructions in Section 4 (First Aid Measures).

IF IN EYES: Immediately call a doctor/physician and seek medical attention. Rinse continuously with water for several minutes (minimum of 20 minutes). Specific treatment, see supplemental first aid instructions in Section 4 (First Aid Measures).

Wash contaminated clothing before reuse.

Store in a well-ventilated place. Keep container tightly closed. Store locked up.

Dispose of contents/container in accordance with local, regional, national regulations as applicable. See section 13 (Disposal Considerations).

**NFPA Rating:**

Health (Blue) - 3

Flammability (Red) - 1

Instability (Yellow) - 0

White (Special Hazards) - NA



**NFPA Numbering System:**

0 = Least Hazardous / 4 = Most Hazardous

**HMIS Rating:**

AMMONIUM HYDROXIDE		
HEALTH	-	3
FLAMMABILITY		1
PHYSICAL HAZARD		0
PERSONAL PROTECTION		H

See note in Section 16 regarding the Hazardous Materials Identification System (HMIS).

**HMIS Hazard Index:**

0 = Minimal, 1 = Slight, 2 = Moderate, 3 = Serious, 4 = Severe

**Section 3. Composition / Information on Ingredients**

**CHEMICAL NAME:** Ammonium Hydroxide (Ammonium Hydroxide Solutions 10% to 30%)

**CAS REGISTRY NO:** 1336-21-6

**SYNONYMS:** Ammonium Hydroxide Solutions, Aqua Ammonia, Aqua Ammonia Solutions, Ammonia Solutions, Ammonia Aqueous, Ammonia Water.

**CHEMICAL FAMILY:** Inorganic nitrogen compounds.

**COMPOSITION:** Solutions: Anhydrous Ammonia (10% to 30%); Water (90% to 70%); Density: 16° Baume to 26° Baume.

**Ammonia, Anhydrous:** CAS # 7664-41-7; **Water:** CAS# 7732-18-5

#### Section 4. First Aid Measures

IF INHALED: Immediately remove person to fresh air and keep comfortable for breathing. In case of severe exposure or if irritation persists, breathing difficulties or respiratory symptoms arise, seek medical attention. If not breathing, administer artificial respiration. If trained to do so, administer supplemental oxygen, if required.

IF ON SKIN (or hair): Immediately take off all contaminated clothing. Flush skin with copious amounts of tepid water for a minimum of 20 minutes. Do not rub or apply topical, occlusive compounds, such as ointments, certain creams, etc., on affected area. For severe exposure or if irritation persists, seek medical attention. Wash contaminated clothing before reuse.

IF IN EYES: Immediately rinse continuously with copious amounts of tepid water for a minimum of 20 minutes. Eyelids should be held apart and away from eyeball for thorough rinsing. Seek medical attention.

IF SWALLOWED: Rinse mouth. Do not induce vomiting. If conscious, give large amounts of water to drink. May drink orange juice, citrus juice or diluted vinegar (1:4) to counteract ammonia. If unconscious, do not give anything by mouth. Seek medical attention.

**NOTE TO PHYSICIAN:** Respiratory injury may appear as a delayed phenomenon. Pulmonary edema may follow chemical bronchitis. Supportive treatment with necessary ventilation actions, including oxygen, may warrant consideration.

#### Section 5. Fire Fighting Measures

##### **EXTINGUISHING MEDIA:**

Water Spray, Water Fog for escaping ammonia gas.

##### **SPECIAL FIRE FIGHTING PROCEDURES:**

Must wear protective clothing and a positive pressure SCBA.

Stop flow of liquid if possible.

Use water spray to keep fire-exposed containers cool.

If a portable container (such as a drum, Intermediate Bulk Container [IBC] or trailer) can be moved from the fire area without risk to the individual, do so to prevent the pressure relief valve from discharging or the container from failing.

Stay upwind when containers are threatened.

##### **UNUSUAL FIRE AND EXPLOSION HAZARDS:**

When heated, product will give off ammonia vapor, which is a strong irritant to the eye, skin and respiratory tract.

Outdoors, ammonia is not generally a fire hazard. Indoors, in confined areas, ammonia vapors may be a fire hazard, especially if oil or other combustible materials are present.

Combustion may form toxic nitrogen oxides (NO<sub>x</sub>).

#### Section 6. Accidental Release Measures

##### **GENERAL:**

Only properly trained and equipped persons should respond to an ammonium hydroxide release.

Wear eye, hand and respiratory protection and protective clothing; see Section 8, Exposure Controls / Personal Protection.

Stop source of leak if possible, provided it can be done in a safe manner.

Leave the area of a spill by moving laterally and upwind.

Isolate the affected area. Non-responders should evacuate the area, or shelter in place.

##### **SPECIFIC STEPS TO BE TAKEN:**

For a hazardous material release response, Level A and/or Level B ensemble including positive-pressure SCBA should be used. A positive pressure SCBA is required for entry into ammonia atmospheres at or above 300 ppm (IDLH).

Stay upwind and use water spray downwind of container to absorb the evolved gas.

Contain spill and runoff from entering drains, sewers, streams, lakes and water systems by utilizing methods such as diking, containment, and absorption.

#### Section 7. Handling and Storage

##### **SPECIAL PRECAUTIONS:**

Only trained persons should handle ammonium hydroxide.

Store in cool, dry and well-ventilated areas, with containers tightly closed.

Keep out of direct sunlight and away from heat sources.

Do not use any non-ferrous metals such as copper, brass, bronze, aluminum, tin, zinc or galvanized metals.

Protect containers from physical damage.

Closed storage tanks should be provided with safety relief valves and vacuum breakers as necessary.

**VENTILATION:**

Local exhaust should be sufficient to keep ammonia vapor below applicable exposure standards.

**WORKPLACE PROTECTIVE EQUIPMENT:**

Protective equipment should be stored near, but outside of ammonium hydroxide area. Water for first aid, such as an eyewash station and safety shower should be kept available in the immediate vicinity.

**Section 8. Exposure Controls / Personal Protection**

**EXPOSURE LIMITS FOR AMMONIA: (Vapor)**

<b>Ammonia</b>		
USA ACGIH	ACGIH TWA	25 ppm
USA ACGIH	ACGIH STEL	35 ppm
USA NIOSH IDLH	NIOSH IDLH	300 ppm
USA NIOSH	NIOSH REL (TWA)	18 mg/m <sup>3</sup> ; 25 ppm
USA NIOSH	NIOSH REL (STEL)	27 mg/m <sup>3</sup> ; 35 ppm
USA OSHA	OSHA PEL (TWA)	35 mg/m <sup>3</sup> ; 50 ppm
Alberta	TWA / STEL	25 ppm (TWA), 35 ppm (STEL)
British Columbia	TWA / STEL	25 ppm (TWA), 35 ppm (STEL)
Manitoba	TWA / STEL	25 ppm (TWA), 35 ppm (STEL)
New Brunswick	TWA / STEL	25 ppm (TWA), 35 ppm (STEL)
Newfoundland & Labrador	TWA / STEL	25 ppm (TWA), 35 ppm (STEL)
Northwest Territories	TWA / STEL	25 ppm (TWA), 35 ppm (STEL)
Nova Scotia	TWA / STEL	25 ppm (TWA), 35 ppm (STEL)
Nunavut	TWA / STEL	25 ppm (TWA), 35 ppm (STEL)
Ontario	TWA / STEL	25 ppm (TWA), 35 ppm (STEL)
Prince Edward Island	TWA / STEL	25 ppm (TWA), 35 ppm (STEL)
Quebec	TWAEV / STEV	25 ppm (TWAEV), 35 ppm (STEV)
Saskatchewan	TWA / STEL	25 ppm (TWA), 35 ppm (STEL)
Yukon	TWA / STEL	25 ppm (TWA), 40 ppm (STEL)
Mexico	OEL TWA (mg/m <sup>3</sup> )	18 mg/m <sup>3</sup>
Mexico	OEL TWA (ppm)	25 ppm
Mexico	OEL STEL (mg/m <sup>3</sup> )	27 mg/m <sup>3</sup>
Mexico	OEL STEL (ppm)	35 ppm

**PROTECTIVE EQUIPMENT:**

**EYE/FACE PROTECTION:** Chemical splash goggles should be worn when handling ammonium hydroxide (aqua ammonia). A face shield can be worn over chemical splash goggles as additional protection. Do not wear contact lenses when handling ammonium hydroxide. Refer to 29 CFR 1910.133 for OSHA eye protection requirements.

**SKIN PROTECTION:** Ammonia impervious gloves and clothing (such as neoprene, butyl and Teflon) should be worn to prevent contact during normal operations, such as loading/unloading, transfers, and handling small spills. Chemical boots can be worn as additional protection.

**RESPIRATORY PROTECTION:** Respiratory protection approved by NIOSH for ammonia must be used when applicable safety and health exposure limits are exceeded. For escape in emergencies, NIOSH approved respiratory protection should be used, such as a full-face gas mask and canisters/cartridges approved for ammonia or SCBA. A positive pressure SCBA is required for entry into ammonia atmospheres at or above 300 ppm (IDLH).

Refer to 29 CFR 1910.134 and ANSI: Z88.2 for OSHA respiratory protection requirements.

**VENTILATION:** Local exhaust should be sufficient to keep ammonia vapor below applicable exposure standards.

**FOR A HAZARDOUS MATERIAL RELEASE RESPONSE:** Level A and/or Level B ensemble including positive-pressure SCBA should be used. A positive pressure SCBA is required for entry into ammonia atmospheres at or above 300 ppm (IDLH).

**Section 9. Physical and Chemical Properties**

**APPEARANCE AND ODOR:** Colorless liquid with a pungent odor.  
**ODOR THRESHOLD:** 2 - 5 ppm  
**SOLUBILITY IN WATER:** Miscible  
**SPECIFIC GRAVITY OF VAPOR (air = 1):** 0.596 at 32 °F  
**WEIGHT (per gallon):** 7.46 pounds to 7.99 pounds  
**EVAPORATION RATE (water = 1):** Similar  
**PH:** 13+  
**FORMULA:** NH<sub>4</sub>OH (NH<sub>3</sub> + H<sub>2</sub>O)  
**MOLECULAR WEIGHT:** 35.05 (NH<sub>4</sub>OH)  
**VISCOSITY:** 1.7 40 °F (26% solution)  
**PARTITION COEFFICIENT:** Not applicable.  
**DECOMPOSITION TEMPERATURE:** Not applicable.  
**FLAMMABILITY:**  
**FLASHPOINT:** Not applicable.  
**FLAMMABLE LIMITS OF AMMONIA VAPOR IN AIR:** LEL/UEL 16% to 25%  
 (Listed in the *NIOSH Pocket Guide to Chemical Hazards* at 15% to 28%).  
**AUTO-IGNITION TEMPERATURE (ammonia vapors):** 1,204 °F (If catalyzed). 1,570 °F (If un-catalyzed).

**SOLUTION-SPECIFIC PHYSICAL DATA:**

	20.5° Baume	25° Baume	26° Baume
<b>AMMONIA PERCENTAGE:</b>	18.5% to 19.5%	26.5% to 27.5%	29.4% to 30.0%
<b>WATER PERCENTAGE:</b>	81.5% to 80.5%	73.5% to 72.5%	70.6 % to 70.0%
<b>SPECIFIC GRAVITY (water = 1):</b>	0.9309 to 0.9278 at 60 °F	0.9060 to 0.9030 at 60 °F	0.8974 to 0.8957 at 60 °F
<b>APPROXIMATE BOILING POINT:</b>	120 °F at 14.7 psia	88 °F at 14.7 psia	84.9 °F at 14.7 psia
<b>VAPOR PRESSURE:</b>	3.9 psia at 60 °F	6.9 psia at 60 °F	9.1 psia at 60 °F
<b>APPROXIMATE FREEZING POINT:</b>	-31 °F	-89 °F	-110 °F

**Section 10. Stability and Reactivity**

**REACTIVITY:**

Avoid ammonium hydroxide contact with chemicals such as mercury, chlorine, iodine, bromine, silver oxide or hypochlorites; they can form explosive compounds. Ammonia reacts with strong oxidizers, acids, halogens (including chlorine bleach), and salts of silver, zinc, copper, and other heavy metals.

**CHEMICAL STABILITY:**

Stable under normal ambient conditions of temperature and pressure.  
 Will not polymerize.

**POSSIBILITY OF HAZARDOUS REACTIONS:**

Ammonium hydroxide will react exothermically with acids.  
 Ammonia vapors are released when heated.

### **CONDITIONS TO AVOID:**

Avoid ammonium hydroxide contact with chlorine, which forms a chloramine gas, which is a primary skin irritant and sensitizer.

### **INCOMPATIBLE MATERIALS:**

Ammonium hydroxide has a corrosive reaction with galvanized surfaces, copper, brass, bronze, aluminum alloys, mercury, gold and silver.

### **HAZARDOUS DECOMPOSITION PRODUCTS:**

Ammonia will be liberated if heated. Hydrogen will be released on heating ammonia above 450 °C (842 °F).

## **Section 11. Toxicological Information**

**Potential health effects:** Ammonia is an irritant and corrosive to the skin, eyes, respiratory tract and mucous membranes. May cause severe chemical burns to the eyes, lungs and skin. Skin and respiratory related diseases could be aggravated by exposure. The extent of injury produced by exposure to ammonia depends on the duration of the exposure, the concentration of the liquid or vapor and the depth of inhalation.

**Exposure Routes:** Inhalation (vapors), skin and/or eye contact (vapors, liquid), ingestion (liquid).

### **Symptoms of acute exposure:**

**Inhalation:** Acute exposure to vapor may result in severe irritation of the respiratory tract. May cause dyspnea (breathing difficulty), wheezing, chest pain, bronchospasm, pink frothy sputum, pulmonary edema or respiratory arrest. Respiratory injury may appear as a delayed phenomenon. Pulmonary edema may follow chemical bronchitis.

**Eyes:** Vapors may cause irritation. Effects of direct contact may range from irritation and lacrimation (tearing) to severe corrosive injury and blindness.

**Skin:** Irritation, corrosive burns, blister formation (vesiculation) may result. Contact with liquid may produce caustic burns.

**Ingestion:** May cause corrosion to the mouth, throat, esophagus and stomach with perforation and peritonitis. Extreme exposure may result in death from spasm, inflammation or edema.

**Chronic Exposure:** Repeated exposure to ammonia may cause chronic irritation of the eyes and respiratory tract.

### **Toxicity:**

LC<sub>50</sub> - 5131 mg/m<sup>3</sup> (7338 ppm) to 11,592 mg/m<sup>3</sup> (16,600 ppm), 60 minute exposure, Rat.

LD<sub>50</sub> - 350 mg / kg (Oral / Rat).

Not listed in the National Toxicology Program (NTP).

Not recognized by OSHA as a carcinogen.

Not listed as a carcinogen by the International Agency for Research on Cancer (IARC monograph).

Germ cell mutagenicity information is not available. Reproductive toxicity information is not available.

## **Section 12. Ecological Information**

Ammonia is harmful to aquatic life at very low concentrations. Notify local health and wildlife officials and operators of any nearby water intakes upon contamination of surface water.

### **Toxicity:**

**Terrestrial plants:** LOEC = 3-250 ppm NH<sub>3</sub>.

**Aquatic plants:** LOEC = 0.5-500 mg NH<sub>3</sub>-N/L.

**Acute toxicity to invertebrates:** 48 h LC<sub>50</sub> = 2.94 mg un-ionized NH<sub>3</sub>-N/L.

**Chronic toxicity to invertebrates:** NOEC = 0.163- 0.42 mg un-ionized NH<sub>3</sub>/L.

**Acute toxicity to fish:** 96-h: LC<sub>50</sub>= 0.09 – 3.51 mg un-ionized NH<sub>3</sub>/L.

**Chronic toxicity to fish:** NOEC=0.025-1.2 mg un-ionized NH<sub>3</sub>/L.

**Environmental Fate Information:** Ammonia dissipates relatively quickly in ambient air and rapidly returns to the soil via combination with sulfate ions or washout by rainfall. Ammonia strongly adsorbs to soil, sediment particles and colloids in water under aerobic conditions. Biodegradation of ammonia to nitrate occurs in water under aerobic conditions resulting in a biological oxygen demand (BOD).

**Persistence/Degradability:**

Biodegradable in soil. Ozonation in the air. Soluble in water.

**Bioaccumulative Potential:**

Not applicable.

**Mobility in Soil:**

No additional information available.

**Other Adverse Effects:**

No additional information available.

**Section 13. Disposal Considerations**

Dispose of unused contents/container in accordance with local/regional/national regulations as applicable.  
Listed as hazardous substance under Clean Water Act (CWA) (40 CFR 116.4 and 40 CFR 117.3).  
Classified as hazardous waste under Resource Conservation and Recovery Act (RCRA) (40 CFR 261.22 Corrosive #D002) if disposed of in original form.  
Suitably diluted product may be utilized as fertilizer on agricultural land.  
For hazardous waste regulations information call the RCRA Hotline (800) 424-9346, or visit the US EPA website.

**Section 14. Transport Information**

**14.1**

**US Department of Transportation (US Domestic)**

HAZARD CLASS: 8, Corrosive Material (49 CFR 173.136)  
PROPER SHIPPING NAME: Ammonia Solutions  
IDENTIFICATION NUMBER: UN 2672  
PLACARD / LABEL: Corrosive



(Only as required by 49 CFR 172.322)

PACKAGE MARKINGS: Refer to 49 CFR 172.302, General marking requirements for bulk packagings.  
Refer to 49 CFR 172.301, General marking requirements for non-bulk packagings.  
Refer to 49 CFR 172.328, Cargo Tanks for additional marking requirements.

ADDITIONAL INFORMATION: Marine Pollutant Requirements: Subject to the requirements of 49 CFR 172.322.

**14.2**

**International:**

HAZARD CLASS: 8, Corrosive Material  
PROPER SHIPPING NAME: Ammonia Solutions  
IDENTIFICATION NUMBER: UN 2672  
PLACARD / LABEL: Corrosive



ADDITIONAL INFORMATION: Marine pollutant

ENVIRONMENTAL HAZARDS:  
IMDG, Known Marine Pollutant: Yes  
United Nations Model Regulations, Environmentally Hazardous: Yes



## Section 15. Regulatory Information

The material is subject to the reporting requirements of Section 304, Section 312 and Section 313, Title III of the Superfund Amendments and Reauthorization Act (SARA) of 1986 and 40 CFR 372.

Under Section 313, as of June 30, 1995, this material is reportable with the following qualifications: 10% of total aqueous ammonia is reportable as Ammonia (CAS #: 7664-41-7) under this listing.

Under the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (CERCLA), Section 103, any environmental release of this chemical equal to or over the reportable quantity of 1,000 pounds (as NH<sub>4</sub>OH) must be reported promptly to the National Response Center, Washington, D.C. (1-800-424-8802).

Listed on the US EPA Toxic Substances Control Act (TSCA) Chemical Substance Inventory.

EPA Hazard Categories – Immediate: Yes; Delayed: No; Fire: No; Sudden Release: No; Reactive: No

Clean Air Act – Section 112(r): Material is listed under EPA's Risk Management Program (RMP), 40 CFR Part 68 at concentrations greater than 20% and storage/process amounts greater than the Threshold Quantity (TQ) of 20,000 pounds of contained ammonia (CAS #: 7664-41-7).

The chemical is listed under Department of Homeland Security (CFATS) regulation 6 CFR Part 27, Chemical Facility Anti-Terrorism Standards at storage / process amounts greater than the threshold quantity of 20,000 pounds (ammonia concentration 20% or greater).

OSHA (Occupational Safety & Health Administration): This material is considered to be hazardous as defined by the OSHA Hazard Communication Standard 29 CFR 1910.1200. This material is subject to Process Safety Management requirements of 29 CFR 1910.119 if maintained on-site, including storage and process, in quantities of 15,000 pounds or greater (>44% ammonia by weight).

## Section 16. Other Information

Preparation Information: Revision Date November 1, 2018.  
Replaces Revision Date May 1, 2015.

Revised by: HJS

### Revisions to this Safety Data Sheet

- Section 2: Added note regarding the Hazardous Materials Identification System (HMIS).
- Section 8: Reformatted and added information for Canada and Mexico.
- Section 11: Added listing for the US EPA Toxic Substances Control Act (TSCA) Chemical Substance Inventory.
- Section 14.1: Updated information for Package Markings and added "Additional Information."
- Section 14.2: Updated "Additional Information" and "Environmental Hazards."

**HMIS Rating:** The American Coatings Association's (ACA) *Hazardous Materials Identification System (HMIS®)* and *corresponding HMIS® Implementation Manual*, aid employers with the development and implementation of a comprehensive Hazard Communication Program. The program and manual address hazard assessment, labeling, Safety Data Sheets (SDS), and employee training. ACA's HMIS® hazard rating scheme is designed to be compatible with workplace labeling requirements of the U.S. Occupational Safety and Health Administration's (OSHA) revised Hazard Communication Standard (HCS). It is constructed to communicate hazard information to employees through training and the use of colors, numbers, letters of the alphabet, and symbols of types of personnel protective equipment (PPE).  
HMIS® ratings are to be used with a fully implemented HMIS® program. It is the responsibility of the employer to determine the appropriate hazard classification and personnel protective equipment (PPE) code for this material. For more information on HMIS® consult the HMIS® Implementation Manual.  
HMIS® is a registered trademark and service mark of the American Coatings Association, Inc.

### Acronyms:

ACGIH: American Conference of Governmental Industrial Hygienists  
ANSI: American National Standards Institute  
CAS: Chemical Abstracts Service  
CFR: Code of Federal Regulations  
DHS: Department of Homeland Security  
DOT: Department of Transportation  
EPA: Environmental Protection Agency

HMIS: Hazardous Materials Identification System  
IARC: International Agency for Research on Cancer  
IDLH: Immediately Dangerous to Life or Health  
IMDG: International Maritime Dangerous Goods  
NFPA: National Fire Protection Association  
NIOSH: National Institute for Occupational Safety and Health  
NTP: National Toxicology Program  
OSHA: Occupational Safety and Health Administration  
PEL: Permissible Exposure Limit  
PPM: Parts Per Million  
RCRA: Resource Conservation and Recovery Act  
REL: Recommended Exposure Limit  
SCBA: Self Contained Breathing Apparatus  
STEL: Short Term Exposure Limit  
TLV: Threshold Limit Value  
TWA: Time Weighted Average

Disclaimer:

The information, data, and recommendations in this safety data sheet relate only to the specific material designated herein and do not relate to use in combination with any other material or in any process. To the best of our knowledge, the information, data, and recommendations set forth herein are believed to be accurate. We make no warranties, either expressed or implied, with respect thereto and assume no liability in connection with any use of such information, data, and recommendations. Judgements as to the suitability of the information contained herein for the party's own use or purposes are solely the responsibility of that party. Any party handling, transferring, transporting, storing, applying or otherwise using this product should review thoroughly all applicable laws, rules, regulations, standards and good engineering practices. Such thorough review should occur before the party handles, transfers, transports, stores, applies or otherwise uses this product.

**EXHIBIT B**  
(Invitation to Bid)

## INVITATION TO BID WATER TREATMENT CHEMICALS

The Peace River Manasota Regional Water Supply Authority (“Authority”) is requesting sealed bids for the purchase of **Water Treatment Chemicals**.

Firms desiring to bid on this offering must submit a single electronic file in searchable PDF format of their bid and other required documentation in accordance with the requirements contained in the Water Treatment Chemical Bid Documents via email to [procurement@regionalwater.org](mailto:procurement@regionalwater.org), using “**Response to Bid: Water Treatment Chemicals**” as the subject line no later than **2:00 p.m. EST on March 2, 2022**.

All Bids that have been duly received in accordance with the Invitation to Bid will be opened publicly and read aloud at the Authority’s Administration Office located at 9415 Town Center Parkway, Lakewood Ranch, FL 34202. Bids received after the scheduled closing time for submission will not be opened.

The Authority is seeking to purchase the following water treatment chemicals:

- Powdered Activated Carbon
- Sodium Hypochlorite 12% Solution
- Sodium Hydroxide 50% Solution
- Aluminum Sulfate
- Ammonium Hydroxide 19% Solution
- Coagulant Aid Polymer (water treatment)
- Coagulant Aid Polymer (sludge dewatering)
- Copper Sulfate
- Copper Sulfate Solution

Bids shall be firm FOB destination price for the purchase, delivery, and unloading of water treatment chemicals at the Peace River Facility located in DeSoto County as set forth in the Bid Documents. All bids are to be a firm price for the period through April 30, 2023.

A copy of the Bid Documents may be obtained at no charge by visiting the Authority’s website ([www.regionalwater.org](http://www.regionalwater.org)) or by contacting Rachel Kersten at [rkersten@regionalwater.org](mailto:rkersten@regionalwater.org), or by calling (941) 316-1776. The Authority may also use DemandStar, a third-party provider, to distribute proposals. Visit the DemandStar website ([www.demandstar.com](http://www.demandstar.com)) for more information regarding this service. Participation in the DemandStar system is not a requirement for doing business with the Authority.

All questions related to this Invitation to Bid shall be directed in writing via email to [procurement@regionalwater.org](mailto:procurement@regionalwater.org) using “**Bid Question – Water Treatment Chemicals**” as the subject line. Questions asked/answered will be periodically posted to the Authority’s website and DemandStar. The final cut-off date/time for all questions shall be **February 16, 2022 at 5:00 p.m. EST**. Questions received after the scheduled cut-off date/time for submission of all questions will go unanswered.

Dated: January 28, 2022  
Mike Coates, Executive Director  
Peace River Manasota Regional Water Supply Authority

**EXHIBIT C**  
(Instruction to Bidders)

## **INSTRUCTIONS TO BIDDERS WATER TREATMENT CHEMICALS**

### Bid Submittal

The Peace River Manasota Regional Water Supply Authority (“Authority”) is requesting sealed bids for the purchase of water treatment chemicals and firms desiring to bid on this offering must submit a single electronic file in searchable PDF format of their bid and other required documentation in accordance with the requirements contained in the water treatment chemical bid documents via email to [procurement@regionalwater.org](mailto:procurement@regionalwater.org), using “Response to Bid: Water Treatment Chemicals” as the subject line.

As a courtesy, the Authority will endeavor to provide an email acknowledgement usually sent within a few days after submission receipt (submissions received on the day of the deadline may not be acknowledged before the deadline or at all). It is the Firm’s responsibility to confirm its submission (PDF file) has been received.

### Copies of Bid Documents

The Invitation to Bid, Instructions to Bidders, Bid Form and contract are collectively known as the “Bid Documents.” A copy of the Bid Documents may be obtained at no charge by visiting the Authority’s website ([www.regionalwater.org](http://www.regionalwater.org)) or by contacting Rachel Kersten at [rkersten@regionalwater.org](mailto:rkersten@regionalwater.org), or by calling (941) 316-1776. The Authority may also use DemandStar, a third-party provider, to distribute proposals. Visit the DemandStar website ([www.demandstar.com](http://www.demandstar.com)) for more information regarding this service. Participation in the DemandStar system is not a requirement for doing business with the Authority

### Bid Delivery Requirements

Any bid received after 2:00 P.M. EST, March 2, 2022 will not be opened or considered. It shall be the sole responsibility of the bidder to have bid delivered to [procurement@regionalwater.org](mailto:procurement@regionalwater.org) on or before the above-stated date and time. Immediately following the scheduled closing time for submission of Bids, all Bids received on time will be opened publicly and read aloud. Bids received after the scheduled closing time for submission will be returned unopened.

### Bid Document Clarification & Addenda

Each bidder shall examine all Bid Documents and shall judge all matters relating to the adequacy and accuracy of such documents. Inquiries or requests concerning interpretation, clarification, or additional information pertaining to the Bid Documents shall be made through via email at [procurement@regionalwater.org](mailto:procurement@regionalwater.org) using “Bid Question – Water Treatment Chemicals” as the subject line. The Authority shall not be responsible for oral interpretations given by any employee, representative, or others. The issuance of a written addendum or the posting of questions asked/answered are the only official method whereby interpretation, clarification, or additional information can be given. It is

the responsibility of the Bidders to periodically check the Authority's website or DemandStar, if applicable, to ensure they are aware of the latest Bid Document information, any changes to schedule, or other key developments. It shall be the responsibility of the Bidder, prior to submitting a bid, to either contact the Authority's Procurement Officer at (941) 316-1776 or to check the Authority's website to determine if addenda were issued and to make such addenda a part of its Bid.

#### Bid Submittal Sealed & Marked

Bidder shall provide a single electronic file in searchable PDF format of (1) one signed copy of bid on bid forms provided by the Authority and (2) affidavit of compliance with the American Water Works Association's standards and these specifications via email to procurement@regionalwater.org, using "Response to Bid: Water Treatment Chemicals" as the subject line no later than 2:00 PM EST March 2, 2022.

#### Bid Opening Location

Bids will publicly be opened by the Procurement Officer at the Authority's Administrative Office at 9415 Town Center Parkway, Lakewood Ranch, Florida 34202, immediately following the above-stated time and date for receipt of bids.

#### Legal Name

Bids shall clearly indicate the legal name, address, and telephone number of the bidder (company, firm, partnership, individual) and the email address of the bidder's contact person. Bids shall be signed above the typed or printed name and title of the signer. The signer shall have the authority to bind bidder to the submitted bid.

#### Bid Expenses

All expenses for making bids to the Authority are to be borne by the bidder.

#### Irrevocable Offer

Any bid may be withdrawn up until the date and time set above for opening of the bid. Any bid not so withdrawn upon official closing of bids shall constitute an irrevocable offer for a period of ninety (90) days to sell to the Authority the goods or services set forth in the attached specifications until one (1) or more of the bids have been duly accepted by the Authority through the execution of a contract.

#### Buy American

The Authority gives preference to American-produced water treatment chemicals, as follows:

- a. All materials or water treatment chemicals supplied to the Authority shall be manufactured in the United States.

- b. All water treatment chemicals supplied to the Authority shall be manufactured in the United States and shall be substantially comprised of materials or supplies mined, produced, or manufactured in the United States.
- c. The requirement of paragraphs (a) and (b) above shall not apply in the event the Authority determines that:
  - i. materials, supplies and products mined, produced or manufactured in the United States are not available in sufficient and reasonably available quantities and of a satisfactory quality; or
  - ii. Complying with requirement of supplying American materials, supplies, and products will increase cost to the Authority by more than ten percent (10%).

### Award of Contract

The Authority reserves the right to reject any and all bids as may be deemed necessary by the Authority, in its sole and absolute judgment, to be in its best interest.

- a. The Authority reserves the right to waive any and all informalities in the bidding process. The Authority reserves the right to waive any and all mistakes, errors, or noncompliance with the requirements of these bidding documents, which may be committed by the bidder or bidders, when it is deemed by the Authority to be in the best interest of the Authority.
- b. The Authority reserves the right to reject any nonconforming, unresponsive, unbalanced, or conditional bids.
- c. The Authority reserves the right to reject the bid of any bidder if the Authority believes it would not be in the best interest of the Authority to make an award to that bidder. The Authority reserves the right to reject the bid of any bidder because the bid is not responsible or responsive, or the bidder is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criteria established by the Authority. The Authority shall have the sole discretion to determine which factors it deems significant in its determination as to qualifications.
- d. The Authority reserves the right to reject the bid of any bidder who, in the Authority's judgment, has failed to take adequate affirmative steps to promote equal employment opportunities.
- e. It is the intent of the Authority to award the contract for each Bid item to the lowest responsible and responsive bidder provided that the bid has been submitted in accordance with the requirements of the Bidding Documents. The Authority reserves the right to waive informalities or irregularities in any bid and to accept bid(s) that is, in the Authority's judgment, in the Authority's best interest.

### Reserved Rights



The bid of the lowest responsive and responsible bidder for each item will be accepted, unless all bids are rejected, or a bid is requested as prescribed above. This shall not be an exclusive contract and the Authority reserves the right to enter into contracts with other suppliers of water treatment chemicals and to purchase water treatment chemicals from one (1) or more suppliers. The lowest responsible bidder shall mean that bidder who makes the lowest bid to sell goods and/or services of a quality that conforms to the quality of goods and/or services set forth in the attached specifications or otherwise required by the Authority, and who is known to be fit and capable to perform the bid as made. To be responsive, a bidder shall submit a bid that conforms in all material respects to the requirements set forth in the Bid Documents. To be a responsible bidder, the bidder shall have the capability in all respects to perform fully the contract.

The Authority also reserves the right to make such investigation as it deems necessary to determine the ability of any bidder to deliver the goods or service requested. Information the Authority deems necessary to make this determination shall be provided by the bidder. Such information may include but shall not be limited to: current financial statements; verification of availability of equipment and personnel; and past performance records.

#### Procurement Policy and Bid Protest

Bidder is hereby placed on notice of the existence of the Peace River Manasota Regional Water Supply Authority Procurement Policy, October 1, 2021 (or latest revision), 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](http://www.regionalwater.org).

After issuance of an invitation for bids, a request for proposals, a request for qualifications, or other solicitation, or during renegotiation of an existing contract, prospective bidders or their agents, representatives or persons acting at the request of such bidders are prohibited from contacting members of the Authority Board of Directors and Executive Director or any members of a selection or negotiation committee until after the final recommendation is presented to the Board for approval or when the solicitation has been canceled or terminated. Any questions concerning a solicitation shall be directed only to via email at [procurement@regionalwater.org](mailto:procurement@regionalwater.org) or (941) 316-1776, except the Procurement Officer may be contacted regarding whether any addenda have been issued. Failure to adhere to this requirement may make the bidder ineligible for selection at the discretion of the Authority.

Bidder acknowledges familiarity with the established purchasing procedures of the Authority and more specifically sections regarding Competitive Sealed Bidding, Appeals and Remedies, and Ethics in Public Contracting including gratuities and kickbacks as detailed in the Procurement Policy.

Disputes regarding the bidding process shall be resolved in accordance with the policies and procedures contained in the Procurement Policy.

The Authority shall post the bid tabulation and intended decision for award on the Authority's website at [www.regionalwater.org](http://www.regionalwater.org).

Bidders are hereby notified failure to file a protest in accordance with the Procurement Policy shall constitute a waiver to the bid protest.

### Public Entity Crimes

Pursuant to Subsections 287.133(2)(a) and (3)(a), Florida Statutes, 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.

Bidder shall submit with its bid an executed Public Entity Crimes Form.

### Discriminatory Vendor List

Pursuant to Subsections 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.

### Participation in E-Verify System

In accordance with Section 448.095, Florida Statutes, beginning January 1, 2021, 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, bidder certifies that it has registered for and will use the E-Verify System. Any contract awarded shall be terminated by the Authority if the Authority has a good faith belief

that the successful bidder has knowingly violated this requirement.

Bidder shall submit with its bid an executed E-Verify Affidavit.

### Scrutinized Companies

Pursuant to Section 287.135, Florida Statutes, a company that, at the time of bidding or submitting a proposal for a new contract or renewal of an existing contract, is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, Florida Statutes, or has been engaged in business operations in Cuba or Syria, shall be ineligible for, and may not bid on, submit a proposal for, or enter into or renew a contract with an agency or local governmental entity for goods or services of \$1 million or more. Bidder may not submit a bid if it is on the aforementioned lists. By submitting a bid, bidder certifies that it is not on the aforementioned lists. The bidder also acknowledges that the Authority may terminate the contract entered into in accordance with these Instructions to Bidders if the Authority deems that the bidder has been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

### Code of Ethics

With respect to this bid, if any bidder violates or is a party to a violation of Chapter 10 of the Authority's Procurement Policy, or Chapter 112, Part III, Florida Statutes, Code of Ethics for Public Officers and Employees, such bidder may be disqualified from furnishing the goods or services for which the bid is submitted and shall be further disqualified from submitting any future bids for goods or services for the Authority. A copy of the State Ethics Code is available at the Authority's Administrative Office.

### Collusion

By offering a submission to this invitation for bid, the bidder certifies the bidder has not divulged to, discussed or compared bid with other bidders and has not colluded with any other bidder or parties to this bid whatsoever. Also, bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, that in connection with this bid:

- a. Any price and/or cost data submitted has been arrived at independently, without consultation, communication, or agreement for the purpose of restricting competition, as to any matter relating to such prices and or cost data, with any other bidder or with any competitor;
- b. Any price and/or cost data quoted for this bid has not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to the scheduled opening directly or indirectly to any other bidder or to any competitor;
- c. No attempt has been made or will be made by the bidder to induce any other person or firm to submit or not to submit a bid for the purpose of restricting

competition;

- d. The only person or persons interested in this bid, principal or principals is/are named therein and no person other than therein mentioned has any interest in this bid or in the contract to be entered into; and
- e. No person or agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee excepting bona fide employees or established commercial agencies maintained by the Seller for the purpose of doing business.

### Contract Forms

Any agreement, contract, or purchase order resulting from the acceptance of a bid shall be on forms supplied by the Authority (or reciprocal entity identified in the contract documents). A contract is included with the Bid Documents.

### Bid Forms, Variances, Alternates

The Bid Form is included with the Bid Documents. Bids must be submitted on the Bid Form contained in the Bid Documents, although additional information may be attached. Bidders must fully comply with the specifications, terms, and conditions contained in the Bid Documents.

The Bid Form shall be completed in ink and the signed in ink. Erasures or alterations shall be initialed in ink by the person signing the Bid Form. A bid may be submitted for one or more chemicals on the same Bid Form. A bid item left blank shall be interpreted as a 'no bid' for that bid item.

A bid by a corporation shall be executed in the corporate name by the president of a vice-president or other corporate officer accompanied by evidence of authority to sign. The corporate address and state of incorporation shall be shown below the signature. A bid by a partnership shall be executed in the partnership name and signed by a partner (whose title must appear under the signature), accompanied by evidence of authority to sign. The official address of the partnership shall be shown below the signature.

### Estimated Quantities

To the extent that the Bid Form or any of the Contract Documents contain any estimates of quantities of materials, such estimates are not guaranteed and may not be relied upon by bidder in submitting a bid.

### Basis of Bid; Comparison of Bids

Bid prices shall be in unit price as indicated on the Bid Form. It is the intention of the Authority to make award to the lowest responsible and responsive bidder for each item.

### Discounts

Any and all discounts must be incorporated as a reduction in the bid price and not shown separately. The price as shown on the Bid Form shall be the price used in determining award(s).

### Descriptive Information

Unless otherwise specifically provided in the specifications, all equipment, materials, and articles provided to the Authority in accordance with the contract are to be new and of the most suitable grade for the purpose intended. Unless otherwise specifically provided in the specifications, reference to any equipment, material, article or patented process, by trade name, make, or catalog number, shall be regarded as establishing a standard of quality and shall not be construed as limiting competition.

### Taxes

The Authority is exempt from state sales taxes (Florida Sales Tax Exempt Certificate No. 85-8012587856C-5). Therefore, the bidder is prohibited from delineating a separate line item in its bid for sales or service taxes. The Authority does not intend to imply the bidder has no independent tax liability for services that are performed pursuant to this award.

### Quality Guarantee

If any product delivered does not meet applicable specifications as specified in Exhibit D, or if the product will not produce the effect the bidder represents to the Authority, the bidder shall pick up the product from the Authority at no expense to the Authority. Also, the bidder shall refund to the Authority any money that has been paid for same. The bidder will be responsible for reimbursing the Authority for attorney fees in the event the bidder defaults and court action is required.

### Quality Terms

The Authority reserves the right to reject any and all materials if, in its judgment, the item reflects unsatisfactory workmanship or manufacturing or shipping damage.

### Use of Trade Names

Brand or trade names referenced in specifications are for comparison purposes only. Bidders may submit bids on items manufactured by other than the manufacturer specified. In these instances, bids must be accompanied with all descriptive information necessary for a thorough evaluation of the proposed material or equipment such as detailed drawings and specifications, certified operation and test data, and experience records, as well as an itemized list of any variance from, or exceptions taken to the specifications. Failure of any bidder to furnish this data will be cause for rejection of the specified item(s) to which it pertains.

## Regulations

It shall be the responsibility of each bidder to assure compliance with any Occupational Safety and Health Administration, Environmental Protection Agency, and other federal, state, and local laws, rules, and regulations as each may apply. All bidders are required to submit a Safety Measures information, as prescribed in Exhibit E, with their bid proposal.

## Cancellation

It is the intention of the Authority to purchase goods from sources of supply that provides prompt and convenient shipment and service. Any failure of the bidder to satisfy the requirements of the Authority shall be reason for termination of the award and contract.

## Royalties and Patents

The successful bidder(s) shall pay all royalties and license fees for goods in conjunction with the goods bidder is furnishing. Bidder shall defend all suits or claims for infringement of any patent right and shall save the Authority harmless from loss on account thereof and cost and attorney's fees incurred, therefore.

## Authorized Product Representation

The successful bidder(s), by virtue of submitting the name and specifications of a manufacturer's product, will be required to furnish the named manufacturer's product. By virtue of submission of the stated documents, it will be presumed by the Authority that the bidder(s) is legally authorized to so submit, and the successful bidder(s) will be legally bound to perform according to the documents.

## Equal Employment Opportunity Clause

The Authority, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252) and the Regulations of The Department of Commerce (15 CFR, Part 8) issued pursuant to such Act, hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this advertisement and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

**EXHIBIT D**

(Technical Specifications, including the Minimum Specifications for Water Treatment Chemicals)

## **TECHNICAL SPECIFICATIONS WATER TREATMENT CHEMICALS**

### **Item No. 1 - Coagulant Aid (Water Treatment)**

Coagulant Aid is for use as an aid in the coagulation of potable drinking water as a chemical flocculent.

1. Coagulant Aid shall be in accordance with AWWA B453-06 (or latest edition) modified as follows:
  - a. Affidavit of compliance stating that the coagulant aid complies with the applicable provisions of AWWA Standard B453-06 (or latest edition) and these specifications are required.
  - b. Upon formulation, dry Coagulant Aid shall have the following working solution characteristics:
    - i. Must be 4 to 5% solution.
    - ii. 5 gram per liter concentration.
    - iii.  $300 \pm 5\%$  CPS (centipoises).
  - c. Cause for Rejection: Polymers evaluated in the past have been evaluated under specific water quality conditions. Whereas water quality changes during the year, the effectiveness of a specific polymer may change resulting in unsatisfactory performance.
  - d. Whenever the polymer doesn't meet the above chemical specifications, it will be an immediate cause for rejection and allow the buyer to purchase another polymer that will meet the chemical specifications under the special weather or water quality conditions occurring.
  - e. Coagulant Aid shall be Leachem LP212PG as manufactured by Leachem Industries, Inc., or equal, as approved by the Authority.
  - f. May be shipped in 50-pound multi-wall bags. Palletizing to be included in bid price. Pallets will have slats on both sides of wooden frame.
2. Coagulant Aid shall meet NSF-60 or 61 as appropriate.



## **TECHNICAL SPECIFICATIONS WATER TREATMENT CHEMICALS**

### **Item No. 2 - Coagulant Aid (Sludge Dewatering)**

Coagulant Aid is for use as an aid in the mechanical dewatering by belt filter press of thickened alum sludge produced as a byproduct of the water treatment process.

1. Coagulant Aid shall be in accordance with AWWA B453-06 (or latest edition) modified as follows:
  - a. Affidavit of compliance stating that the coagulant aid complies with the applicable provisions of AWWA Standard B453-06 (or latest edition) and these specifications are required.
  - b. Coagulant aid shall be liquid emulsion, delivered in nominal 275 gallon totes. Totes shall have bottom supply valve, be returnable and have integral forklift channels built into the tote base.
  - c. Cause for Rejection: Polymers evaluated in the past have been evaluated under specific sludge quality conditions. Whereas sludge quality changes during the year, the effectiveness of a specific polymer may change resulting in unsatisfactory performance.
  - d. Whenever the polymer doesn't meet the above chemical specifications, it will be an immediate cause for rejection and allow the Authority to purchase another polymer that will meet the chemical specifications under the special weather or sludge quality conditions occurring.
  - e. Coagulant Aid Bidders submitting product shall be subject to 'site specific' performance testing at the Peace River Facility to determine an 'effective dose'.
  - f. Effective dose (mg/L) will be used in evaluating the bid price to determine the true cost per unit of sludge dewatered.
  - g. Coagulant aid shall be bid on a wet pound basis of the liquid emulsion.
2. Coagulant Aid shall meet NSF-60 or 61 as appropriate.

**TECHNICAL SPECIFICATIONS  
WATER TREATMENT CHEMICALS**

**Item No. 3 - Sodium Hydroxide**

Sodium Hydroxide is intended for use in the stability process of potable drinking water. This chemical is intended specifically for use in the manipulation of pH for stability purposes in the treatment of potable water.

1. Sodium Hydroxide (caustic soda) shall be liquid 50% sodium hydroxide (NaOH) in accordance with AWWA Standard B501-08 (or latest edition) modified as follows:
  - a. Affidavit of compliance stating that the Sodium Hydroxide complies with the applicable provision of AWWA Standard B501-08 (or latest edition) and these specifications are required.
  - b. Shipment shall be in bulk by tanker truck.
  - c. Certificate of Analysis (COA) and Certified weight tickets for each shipment will be required.
  - d. Seller shall be responsible for pumping Sodium Hydroxide into Authority's storage tanks and shall provide all necessary equipment compatible with the Authority's filling station.
2. Sodium Hydroxide shall meet NSF-60 or 61 as appropriate.
3. Sodium Hydroxide shall be bid on a dry ton basis.

**TECHNICAL SPECIFICATIONS  
WATER TREATMENT CHEMICALS**

**Item No. 4 - Copper Sulfate**

Copper Sulfate is intended for use in controlling and/or removing causative agents responsible for producing taste and odors in the treatment of potable water.

1. Copper Sulfate shall be commercial grade of copper sulfate penthydrate at least 99%  $\text{CuSO}_4 \cdot 5\text{H}_2\text{O}$  in accordance with AWWA Standard B602-08 (or latest edition) modified as follows:
  - a. Affidavit of compliance stating that the Copper Sulfate complies with the applicable provisions of AWWA Standard B602-08 (or latest edition) and these specifications are required.
  - b. May be shipped in 50 pound multi-wall bags. Palletizing to be included in bid price. Pallets will have slats on both sides of wooden frame.
  - c. Shall be Size A as defined in AWWA Standard B602-08 (or latest edition).
2. Copper Sulfate shall meet NSF-60 or 61 as appropriate.

**TECHNICAL SPECIFICATIONS  
WATER TREATMENT CHEMICALS**

**Item No. 5 - Copper Sulfate Solution**

Copper Sulfate based algaecide solutions are intended for use in controlling and/or removing causative agents responsible for producing taste and odors in the treatment of potable water.

1. The active ingredient shall be commercial grade copper sulfate pentahydrate with a metallic copper equivalent of 5% by weight in accordance with AWWA Standard B602-17 (or latest edition) modified as follows:
  - a. Copper Sulfate shall be a liquid formulation of copper registered with the US EPA as an algaecide and bactericide.
  - b. Affidavit of compliance stating that the Copper Sulfate complies with the applicable provisions of AWWA Standard B602-17 (or latest edition) and these specifications are required.
  - c. Shall be shipped in IBC Totes with approximately 275 gallon capacity. Totes/containers to be included in bid price. Empty totes/containers shall be removed by vendor.
  - d. Product must have a pH of 0.2 to 0.3.
  
2. Copper Sulfate shall meet NSF-60 or 61 as appropriate.

## TECHNICAL SPECIFICATIONS WATER TREATMENT CHEMICALS

### Item No. 6 - Powdered Activated Carbon

Powdered Activated Carbon is intended for use in controlling and/or removing causative agents responsible for producing taste and odors in potable water.

1. Powdered Activated Carbon shall be in accordance with AWWA Standard B600-10 (or latest edition) modified as follows:
  - a. Affidavit of compliance stating that the activated carbon complies with the applicable provisions of AWWA Standard B600-10 (or latest edition) and these specifications are required.
  - b. Shipment shall be by bulk tanker truck with approximate delivery quantity of 35,000 pounds.
  - c. Certified weight tickets for each shipment will be required.
  - d. Supplier shall be responsible for pumping Powder Activated Carbon into Authority's storage tanks and shall provide all necessary equipment compatible with the Authority's filling station.
2. Site Specific Specifications – In addition to the requirements in Item 1(a-d) above, the following additional specifications shall be met due to chemical feed pumping constraints and process control requirements of the facility:
  - a. Powdered Activated Carbon samples shall have a MINIMUM iodine number of 800.
  - b. All carbons submitted shall produce a carbon solution that maintains a neutral pH range of 6.5-8.5 when diluted at a 1:1 ratio.
3. Performance Criteria. The Authority will test each sample submitted for **minimum iodine number, particle size distribution and adsorptive performance per AWWA B600-10 (or latest edition)** to document cost/performance ratios in the evaluation of bids submitted. **All bidders for Powder Activated Carbon shall submit a sample of the product bid (no less than one-fourth pound). Product samples must be included with bid package. Bidders wishing to submit multiple product samples shall submit a testing fee for each additional sample over one (1) in the form of a check or money order in the amount of \$500.00 payable to the Peace River Manasota Regional Water Supply Authority.**
4. Powdered Activated Carbon shall meet NSF-60 or 61 as appropriate.
5. Each load of Powdered Activated Carbon shall be accompanied by the supplier's certificate of analysis representing the actual Powdered Activated Carbon being delivered.

**TECHNICAL SPECIFICATIONS  
WATER TREATMENT CHEMICALS**

**Item No. 7 - Sodium Hypochlorite**

Sodium Hypochlorite is specified for use in the disinfection process of potable drinking water.

1. Sodium Hypochlorite shall be in accordance with AWWA Standard B300-18 (or latest edition) modified as follows:
  - a. Affidavit of compliance stating that the Sodium Hypochlorite complies with the applicable provisions of AWWA Standard B300-18 (or latest edition) and these specifications are required.
  - b. Sodium Hypochlorite shall be 12 trade percent available chlorine.
  - c. Sodium Hypochlorite solution shall be a clear liquid containing not more than 0.15 percent insoluble matter by weight.
  - d. Shipment shall be by bulk tanker truck.
  - e. Supplier must provide a receipt with the exact quantity of Sodium Hypochlorite delivered at the time of delivery.
  - f. Supplier shall be responsible for pumping Sodium Hypochlorite into Authority's storage tanks and shall provide all necessary equipment compatible with the Authority's filling station.
2. Sodium Hypochlorite shall meet NSF-60. "This material shall be certified as suitable for contact with or treatment of drinking water by an accredited certification organization in accordance with NSF/ANSI Standard 60, Drinking Water Treatment Chemicals – Health Effects."

**TECHNICAL SPECIFICATIONS  
WATER TREATMENT CHEMICALS**

**Item No. 8 - Aqua Ammonia**

Aqua Ammonia (Ammonium Hydroxide) is specified for use in the disinfection of potable drinking water. Aqua Ammonia shall be clear and colorless and free from sediment and particles.

1. Aqua Ammonia shall be in accordance with AWWA Standard B306-15 (or latest edition) modified as follows:
  - a. Supplier to provide an affidavit of compliance stating that the Aqua Ammonia complies with the applicable provisions of AWWA Standard B306-15 (or latest edition) and these specifications are required.
  - b. Aqua Ammonia shall be 19 percent by weight. Tolerance allowed is  $\pm 0.9$  percent.
  - c. Shipment shall be by bulk tanker truck.
  - d. Supplier must provide a receipt with the exact quantity of Aqua Ammonia delivered at the time of delivery.
  - e. Supplier shall be responsible for pumping Aqua Ammonia into Authority's storage tanks and shall provide all necessary equipment compatible with the Authority's filling station.
2. Aqua Ammonia shall meet NSF-60 or 61 as appropriate.

**TECHNICAL SPECIFICATIONS  
WATER TREATMENT CHEMICALS**

**Item No. 9 - Aluminum Sulfate**

Aluminum Sulfate (liquid) is specified for use in the coagulation of potable drinking water. This chemical is intended specifically for use in coagulation of colored surface water sources.

1. Aluminum Sulfate (Alum) shall be in accordance with AWWA B403-16 (or latest edition) modified as follows:
  - a. Affidavit of compliance stating that the Aluminum Sulfate complies with the applicable provisions of AWWA Standard B403-16 (or latest edition) and these specifications are required.
  - b. Alum shall be liquid only, of not less than 4.23 percent as AL or 8.0 percent as  $AL_2O_3$ .
  - c. Shipment shall be in bulk tanker truck.
  - d. Certificate of Analysis (COA) and Certified weight tickets for each shipment will be required.
  - e. Supplier shall be responsible for pumping Aluminum Sulfate into Authority's storage tanks and shall provide all necessary equipment compatible with the Authority's filling station.
2. Aluminum Sulfate shall meet NSF-60 or 61 as appropriate.
3. Aluminum Sulfate shall be bid on a dry ton basis.



**EXHIBIT E**  
(Safety Measures)

## **SAFETY MEASURES WATER TREATMENT CHEMICALS**

All successful bidders shall supply, in writing, an emergency spill response plan with the appropriate emergency response personnel names and telephone contact numbers (24-hour contact numbers). In addition, the proper spill response notification procedure, along with any forms required by all local, state, or federal regulatory agencies, shall be supplied by the bidder. This section in no way relieves the successful bidder of its responsibility to notify the proper regulatory agencies of a spill incident. In the event of a spill or leak, the bidder shall supply the necessary personnel to respond to such an event, to work with the local Hazardous Materials Response Team, and to manage and oversee "After Event" cleanup efforts. Should a spill or leak occur, caused by Bidder's personnel, equipment, or method of delivery, Bidder shall immediately comply with all applicable terms and conditions of Reauthorization Act of 1986, 42 U.S.C.G. 11001, et seq. (SARA), the Florida Hazardous Materials Emergency Response and Community Right-to-Know Act, Chapter 252, Part II, Florida Statutes, and Section 403.077, Florida Statutes. The responsibility of compliance with federal and state rules and regulations regarding vendor caused spills or releases shall hold the Peace River Manasota Regional Water Supply Authority harmless for any failure to properly report and/or comply with this provision.

All successful bidders shall provide an appropriate safe handling training course, within the first month of the contract, to all current Peace River Facility operations personnel and shall be available to conduct "refresher" courses or new employee training at six (6) month intervals during the contract period.

CERTIFICATE OF LIABILITY INSURANCE

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.

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.

Table with 2 main columns: PRODUCER (USI Insurance Services, LLC) and CONTACT NAME (Ruth Cocco). Includes sub-sections for INSURED (Tanner Industries, Inc.) and INSURER(S) AFFORDING COVERAGE (AIG Specialty Insurance Company, Ironshore Specialty Insurance Co, Starr Indemnity & Liability Company).

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.

Main table listing insurance coverages: COMMERCIAL GENERAL LIABILITY (Policy 1426080100), AUTOMOBILE LIABILITY (Policy 1000636115211), UMBRELLA LIAB (Policy 1426080200), EXCESS LIAB (Policy IEELCASB93JM001), WORKERS COMPENSATION AND EMPLOYERS' LIABILITY (Policy 100000175807), and Automobile - Hired Car Physical Damage (Policy 1000636115211).

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) RE: Water Treatment Chemicals. The General Liability, Automobile Liability and Umbrella Liability policies include an automatic Additional Insured endorsement...

Table with 2 columns: CERTIFICATE HOLDER (Peace River Manasota Regional Water Supply Authority) and 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).

**PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY**  
**BOARD OF DIRECTORS MEETING**  
*June 1, 2022*

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

**Award Belt Filter Press Rehabilitation Contract**

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**Recommended Action -**

**Motion** to approve and authorize Executive Director to execute a contract for Belt Filter Press rehabilitation to MTS Environmental for \$400,000, which includes \$20,000 for Owner's Allowance.

The Belt Filter Presses at the Peace River Facility were installed as part of the Regional Expansion Program (REP) and have been in continuous service for since 2010. This item covers all parts, equipment and labor for the refurbishment of both Belt Filter Presses. The manufacturer performed an inspection of the equipment and recommended a refurbishment to extend the useful life of the asset. This work will include all New O.E.M (Original Equipment Manufactured) parts supplied by Alva Laval/Ashbrook Simon-Hartley, the Original Equipment Manufacturer of the KP94 High Solids – 2.0, meter belt filter press installed at Peace River Water Treatment Plant. All labor will be Alva Laval trained personnel. MTS Environmental is Alfa Laval's sole contract representative for the state of Florida providing sales and service for all Alfa Laval's product line.

This is a sole source item. Attached is the letter from Alfa Laval stating that Alva Laval/Ashbrook Simon-Hartley is the Original Equipment Manufacturer of the KP94 High Solids – 2.0-meter belt filter press, and MTS Environmental is Alfa Laval's sole contract representative for the state of Florida for Alfa Laval's products and services.

**Budget Action:** No action needed. Funds for the project are budgeted in R&R

**Attachments:**

Tab A Sole Source letter

Tab B Quote for Belt Filter Press Reconditioning.

**TAB A**  
**Sole Source Letter – Belt Filter Press Rehabilitation**



Peace River Manasota Regional  
Water Supply Authority  
8998 SW County Road 769  
Arcadia, FL 34269

Attn: Andrew Greenbaum

Ref: Ashbrook Klampress Extended Type 94 High  
Solids 2.0-meter BFP Rebuild

Alfa Laval Inc.  
11600 East Hardy Road  
Houston, TX 77093-1098  
USA  
Tel: +1 800-362-9041  
Fax: +1 281-449-1324  
[www.alfalaval.us](http://www.alfalaval.us)  
[www.as-h.com](http://www.as-h.com)

Mr. Greenbaum,

Alfa Laval/Ashbrook Simon-Hartley Inc. ("Ashbrook") is the Original Equipment Manufacturer (O.E.M.) of the KP94 High Solids - 2.0-meter belt filter press installed at the Peace River Manasota Regional Water Supply Authority Water Treatment Plant, and is the sole source authorized provider for all O.E.M. parts and bearing housing assemblies. Also, MTS Environmental is Alfa Laval's sole contact representative for the State of Florida selling Alfa Laval's products/services.

Thank you for this opportunity, and if you have any questions, please do not hesitate to call me at 713-906-0505 or contact Wade Wood, P.E. (MTS Environmental) at 321-299-2395.

Sincerely,  
*Mark Schlitzkus*

Mark Schlitzkus

SE Parts/Service Regional Manager

Alfa Laval Inc.

Cc: Wade Wood, P.E./MTS Environmental.

Mark Schlitzkus / Alfa Laval Inc.



**TAB B**  
**Quote for Belt Filter Press Reconditioning**

May 9, 2022



Peace River Manasota Regional Water Supply  
Authority  
8998 SW County Road 769  
Arcadia, FL 34269

Attn: Tim Grannell

Reference: Klampress Reconditioning Proposal  
(1) Klampress ExtendedType 94 High  
Solids 2.0 Meter  
**Alfa Laval Quote #071034A-MS Rev-2**

Alfa Laval Inc.  
10470 Deer Trail Drive  
Houston, TX 77038  
USA  
Tel: +1 800-362-9041  
Fax: +1 281-449-1324  
[www.alfalaval.us](http://www.alfalaval.us)

Mr. Grannell,

Alfa Laval Inc. is pleased to offer its budget proposal on new upgrade replacement parts and machine reconditioning for the above referenced locations. Alfa Laval's experience in designing and building new belt filter presses and repairing/rebuilding earlier model belt filter presses can only enhance our position in offering the services and parts needed to provide additional years of service to your Alfa Laval Klampress.

Alfa Laval started its "Rebuild Program" to provide customers with "today's technology" on earlier model belt filter presses as an alternative to purchasing new replacement equipment. For over twenty years Alfa Laval has completed rebuild projects consisting of partial site repairs, complete site machine reconditioning, complete factory machine reconditioning, partial factory machine reconditioning and site machine upgrades.

All parts supplied by Alfa Laval, for reconditioning the Klampress, shall meet Alfa Laval's latest O.E.M. design standards. All parts will be made to Alfa Laval's standard level of ISO9001:2015 quality procedures. All labor shall be performed by qualified Alfa Laval trained service technicians who are experienced in the disassembly/reassembly of the Klampress.

**Scope of Supply:**

Site reconditioning of one (1) Klampress Extended Type 94HS 2.0 meter belt press at each customer's jobsite. Alfa Laval's scope for reconditioning the Klampress includes using only new O.E.M. (Original Equipment Manufacturer) parts, site installation labor and inbound freight charges, as detailed below.

Project shall consist of one trip, per machine, for 12-14 days working extended work days (10-12 hours per day) including weekend work.



**Klampsess Reconditioning:**

**QUANTITY**

**DESCRIPTION**

- (1) Alfa Laval to provide a complete set of new 75mm stub shaft rollers, including 8-roller pressure section retrofit, consisting of the following:
- (5) 8 5/8" Plain rollers (steering/guide/tension) – 316 stainless steel clad
  - (5) 12 3/4" Plain pressure rollers - 316 stainless steel clad
  - (4) 11" Plain pressure rollers - 316 stainless steel clad
  - (1) 14" Plain pressure rollers - 316 stainless steel clad
  - (2) 11 1/4" Drive rollers – Rubber Coated
  - (1) 16" Perforated pressure roller – 316 stainless steel
- Drive roller shall be coated with 1/4" EPDM rubber. All other plain rollers 316 stainless steel clad.
- (36) New Alfa Laval 75mm bearing housing assemblies. Bearing assemblies consist of new 316 stainless steel cast bearing housings, new triple labyrinth seal, new bearing with steel bronze machined cage, new snap rings, new splash guards and new 316 stainless steel hardware. Greasing intervals every 6 months.
- (1) Lot New 316 stainless steel spray showers (washtubes) with new mounting blocks fabricated from ultra-high molecular weight polyethylene (UHMWPE).
- (1) Lot New mounting brackets for upper and lower washboxes. Brackets fabricated from A-36 carbon steel and hot-dip galvanized.
- (1) Lot New press mount hydraulic system components consisting of the following:
- New fiberglass tensioning and steering cylinders
  - New 316 stainless steel steering valve/paddle assemblies
  - New hydraulic pump/motor assembly
  - New hydraulic spin-on filter assembly
  - New 2-gallon 316 stainless steel hydraulic reservoir
  - New 316 stainless steel hydraulic hoses
  - New hydraulic manifold assembly complete with pressure switches and press gauges
- (1) Lot New electrical switches consisting of the following:
- New belt misalignment proximity switches
  - New belt breakage proximity switches
  - New no cake proximity switch
  - New emergency stop trip cord switch
  - New high sludge level switch
- (2) New shaft mounted drive unit (Eurodrive FA97 3 hp).

**QUANTITY**

**DESCRIPTION**

- (1) New wedge plate assembly with nylon coated wedge plate, galvanized carbon steel torque arms, and 316 stainless steel hardware.
- (1) Lot New 4” x 6” 316 stainless steel mixer assembly, polymer injection ring with gaskets, splitter manifold and injection hoses. Installation by Alfa Laval.
- (1) Lot New wear parts consisting of the following:
  - New rubber seals on washboxes, gravity and wedge section sludge restrainers
  - New neoprene rubber flap on reversal roller guard
  - New UHMWPE doctor blade at tension/wedge section of machine
  - New UHMWPE doctor blades at discharge end of machine
  - New UHMWPE gravity/wedge section grid wear bars
  - New UHMWPE rolled grid wear bars
  - New UHMWPE belt guide wear plates
  - New chicane blades
- (1) Lot New dewatering filter belts
- (1) Lot Site labor for disassembly/reassembly including local fork-lift rental.
- (1) Lot Inbound freight charges. Off-loading at site by others.

Total Sell Price Per Site or for (1) one Klampress High Solids Reconditioning, : **\$195,000.00**  
Add Second Press for Rebuild/Or Two Press Rebuilds, **\$380,000.00**

F.O.B. Houston, TX with freight allowed to jobsite.  
Freight costs are included in the above sale price

The quoted prices do not include any bonding, local, state or federal taxes, permits or other fees. Any bonding, taxes or fees that may apply must be added to the quoted price and paid by the buyer.

Purchase Order to be made out to “Alfa Laval Inc.”

**Note: Alfa Laval scope does not include replacing any field conduit or wiring to the Klampress.**

**Terms and Conditions:**

Shipment of the parts be made within 16-18 weeks from receipt of Purchase Order. Invoice(s) are due after receipt of the parts on site and/or after completion of site service work. Payment terms are 100% net 45 days. Alfa Laval’s Terms and Conditions of Sale are enclosed and apply in their entirety.

Alfa Laval will warrant, unless otherwise indicated, the new parts of its own manufacturer for a period of (1) one year from date of delivery. Alfa Laval's obligation under this warranty being limited to repairing or replacing, at its option, any part found to its satisfaction to be so defective, provided that such part is, upon request, returned to Alfa Laval's factory, freight prepaid. This warranty does not cover parts damaged by decomposition from chemical reaction or wear caused by abrasive materials, nor does it cover damage resulting from misuse, accident, neglect, or from improper operation, maintenance, modification or adjustment.

Customer shall be responsible for offloading of belt press parts (crates) at job site and placing crates in the work area adjacent to the Dewatering Building where work will be performed. Customer shall be responsible for disposing of all crating material and all old parts and movement of any obstructions, as needed, to gain full access to the machine (i.e. elevated catwalk, odor hood, etc.).

The quoted prices do not include any bonding, local, state or federal taxes, permits or other fees. Any bonding, taxes or fees that may apply must be added to the quoted price and paid by the buyer.

This proposal is offered for acceptance within sixty (60) days from date of quotation. Prices are subject to review thereafter. Prices are firm, based upon receipt of Letter of Intent or Purchase Order and notice to proceed within this sixty (60) day period.

We wish to thank you for the opportunity to provide this rebuild proposal. Should you have any questions, please feel free to contact the factory or Alfa Laval's Aftermarket Regional Sales Manager Mark Schlitzkus @ 713-906-0505.

Regards,

*Mark Schlitzkus*

Mark Schlitzkus  
SE Regional Manager

## TERMS AND CONDITIONS OF SALE

These Terms and Conditions of Sale ("Terms and Conditions") apply to all quotations, orders, and contracts for Alfa Laval Inc. products (hereafter "Equipment") and associated services ("Services") As used in these Terms and Conditions, the word "Equipment" includes all hardware, parts, components, software and options.

1. **ACCEPTANCE:** Our sale to you is limited to and expressly made conditional on your assent to these Terms and Conditions and, if applicable, on the attendant quotation, both of which form a part of the contract between us and which supersede and reject all prior agreements, representations, discussions or negotiations, whether written or oral, with respect to this sale and any conflicting terms and conditions of yours, whether or not signed by you. Any terms and conditions contained in your purchase order or request for quotation or other form which are different from, in addition to, or vary from these Terms and Conditions are expressly rejected, shall not be binding upon us, and are void and of no force or effect. These Terms and Conditions may not be changed except by the written agreement of both parties.
2. **PRICES:** Unless otherwise specified in writing, all quoted prices are in U.S. Dollars and are firm for sixty (60) days from the date of offer. Prices quoted are exclusive of taxes and insurance, and you agree to pay any and all sales, revenue, excise or other taxes (exclusive of taxes based on our net income) applicable to the purchase of Equipment. If you claim an exemption from any such taxes you shall provide us with a tax exemption certificate acceptable to the taxing authorities.
3. **DELIVERY; FORCE MAJEURE:** Dates for the furnishing of Services and/or delivery or shipment of Equipment are approximate only and are subject to change. Quoted lead times are figured from the date of receipt of complete technical data and approved drawings as such may be necessary. We shall not be liable, directly or indirectly, for any delay in delivery or failure to deliver caused by carriers or by labor difficulties, shortages, strikes or stoppages of any sort, or difficulties in obtaining materials from ordinary sources and suppliers. In addition, we shall not be liable for any such delays or for any failure to perform our obligations under an order or contract due to any one or more of the following events, whether foreseeable or not: war, hostilities, military operations, terrorism, riots, disorder, accidents, floods, storms, natural disasters, fires, acts of God, epidemics and/or pandemics (and specifically in relation hereto and notwithstanding anything else stated herein, whether or not outbreak of such epidemic or pandemic has occurred prior to acceptance of this order or execution of a contract for the Services), governmental, judicial or administrative decisions, decrees or orders, embargoes or blockades, or any causes beyond our reasonable control. Unless otherwise specifically agreed in writing by us, in no event shall we be liable for any damages or penalties whatsoever, or however designated, resulting from our failure to perform or delay in performing due to any of the causes specified in this paragraph 3.
4. **SHIPMENT, RISK OF LOSS, TITLE:** All sales are made F.O.B. Alfa Laval shipping point, unless otherwise noted. Duty, brokerage fees, insurance, packing and handling as applicable are not included unless otherwise noted. Our liability for delivery ceases upon making delivery of Equipment to the carrier at the shipping point in good condition. The carrier shall be your agent. Risk of loss shall pass to you upon such delivery. Regardless of the delivery term specified, we shall retain title to the Equipment until final payment thereof has been made.
5. **CREDIT AND PAYMENT:** Payment terms are (45) days net, unless agreed otherwise by us in writing. *Pro rata* payments shall become due with partial shipments. Any discount period which may be granted by us begins on the invoice date and all payments are due 45 days after the invoice date. All payments shall be made without deduction, deferment, set-off, lien or counterclaim of any nature. All amounts due not paid within 30 days after the date such amounts are due and payable shall bear interest at the lesser of 1.5 percent per month or the maximum rate of interest allowed by law. We reserve the right at any time to suspend credit or to change credit terms provided herein, when, in our sole opinion, your financial condition so warrants. Failure to pay invoices when such invoices are due and payable, at our election, shall make all subsequent invoices immediately due and payable irrespective of terms, and we may withhold all subsequent deliveries until the full account is settled. We shall not, in such event, be liable for delay of performance or nonperformance of contract in whole or in part subsequent to such event.

6. **SECURITY AGREEMENT:** You hereby grant us a security interest in the Equipment, including a purchase money security interest, and in such materials, proceeds and accessories thereof, to secure payment of the purchase price of the Equipment. You authorize us to file or record a purchase order or copy thereof or any UCC financing statement showing our interest in the Equipment in all jurisdictions where we may determine filing to be appropriate, and you agree to sign all such documents reasonably related thereto promptly following our request. You will not encumber the Equipment with any mortgage, lien, pledge or other attachment prior to payment in full of the price therefor.

7. **CANCELLATIONS AND CHANGES:** Orders which have been accepted by us are not subject to cancellation or changes in specification except upon prior written agreement by us and upon terms that will indemnify us against all losses resulting from or arising out of such cancellation or change in specifications. In the absence of such indemnification, we shall be entitled to recover all damages and costs of whatever nature permitted by the Uniform Commercial Code.

8. **DEFERRED SHIPMENT:** If shipment is deferred at your request, payment of the contract price shall become due when you are notified that the Equipment is ready for shipment. If you fail to make payment or furnish shipping instructions, we may either extend the time for so doing or cancel the contract. In case of deferred shipment at your request, storage and other reasonable expenses attributable to such delay shall be payable by you.

9. **EQUIPMENT WARRANTY AND REMEDY:**

(a) For new Equipment only, we warrant to you that the Equipment that is the subject of this sale is free from defects in design (provided that we have design responsibility), material and workmanship. The duration of this warranty is twelve (12) months from start-up or eighteen (18) months from delivery to you, whichever occurs first (the "Warranty Period"). If you discover within the Warranty Period a defect in design, material or workmanship, you must promptly notify us in writing. Within a reasonable time after such notification, we shall repair, replace, or, at our option, refund you the price of the defective Equipment or part thereof.

(b) For repairs, parts and Services provided by us, we warrant to you that the repairs, parts and Services we provide to you will be free from defects in material and workmanship. The duration of this warranty is ninety (90) days from as applicable (i) the date the Equipment which required the repairs, parts or Services is returned to you by us, (ii) the date of your receipt of the part, or (iii) the date of completion of the repair or other Services, if performed at your facility. If during this ninety-day period you discover a defect in the repairs, parts or Services you must promptly notify us in writing, and we shall correct such defect with either new or used replacement parts or reperform the Services as applicable. If we are unable to correct the defect after a reasonable number of attempts, we will provide a refund of the price paid for the defective repair, parts or Services.

(c) All warranty service is subject to our prior examination and approval and will be performed by us at your facility or at service centers designated by us. All transportation to and from the designated service center will be at our expense. The remedies set forth above are your exclusive remedies for breach of warranty. Unless otherwise agreed in writing by us, our warranty extends only to you and is not assignable to or assumable by any subsequent purchaser, in whole or in part, and any such attempted transfer shall render all warranties provided hereunder null and void and of no further force or effect.

(d) The warranties set forth above are inapplicable to and exclude any product, components or parts not manufactured by us or covered by the warranty of another manufacturer. We shall have no responsibility for defects, loss or damage to the extent caused by (i) normal wear and tear, (ii) your failure to follow all installation and operation instructions or manuals or to provide normal maintenance, (iii) repairs or modifications by you or by others not under our direct supervision, or (iv) a product or component part which we did not design, manufacture, supply or repair.

(e) **DISCLAIMER OF IMPLIED WARRANTIES.** THE WARRANTIES SET FORTH ABOVE AND IN SECTION 12 BELOW ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

10. **LIMITATION OF LIABILITY:** In no event shall we be liable, and you hereby waive any claims against us and release us from liability to you, for any indirect, special, punitive, incidental, or consequential damages whatsoever based upon breach of warranty, breach of contract, negligence, strict tort, or any other legal theory. In no circumstance, shall we be liable for, however such damages are characterized, loss of profits, loss of savings or revenue, loss of use of the Equipment or any associated equipment, cost of capital, cost of any substitute Equipment, facilities or services, downtime, or loss of prospective economic advantage. OUR AGGREGATE LIABILITY FOR FAILURE TO PERFORM, BREACH OF WARRANTY OR BREACH OF OTHER CONTRACTUAL OBLIGATIONS SHALL NOT EXCEED THE TOTAL PRICE PAID TO US FOR THE EQUIPMENT AND SERVICES THAT ARE THE SUBJECT OF ANY CLAIM BY YOU.

11. **OWNERSHIP:** All drawings, designs, specifications, data and other proprietary rights supplied by us (including without limitation in connection with the Equipment) have been prepared or assembled by us and are (and shall remain) exclusively our property, and upon our request you agree to execute any additional documents needed to give effect to the foregoing. Such drawings, designs and specifications have been furnished in order to provide full documentation and on the condition that they shall not be disclosed, reproduced or copied in any manner whatsoever, in whole or in part, except for your internal use as necessary, and upon the further condition that, as our sole property, they shall not be used for furnishing information and/or disclosed, in whole or in part, to others or otherwise for any purpose not specifically authorized in a writing signed by one of our corporate officers.

12. **PATENT INFRINGEMENT**

(a) We make no express or implied warranties of non-infringement with respect to the Equipment. We will, however, defend, indemnify and hold you harmless from any third party apparatus claims based upon an issued U.S. patent to the extent such claim relates to the Equipment supplied and sold to you; provided, however, that we undertake no indemnification in respect of third-party rights (i) where the alleged patent infringement is based upon or related to any method, process or design claims in third-party U.S. patents, any combination of the Equipment with other equipment not supplied by us, or any modifications of the Equipment made by you and not approved by us, or (ii) to the extent the alleged infringement is directly attributable to the negligence or intentional misconduct of you or otherwise for which you are obligated to indemnify us for under paragraph 12(c).

(b) We shall assume defense of a claim at our expense in accordance with these Terms and Conditions, provided you shall notify us within 30 days of your receipt of notice of an alleged third-party claim that you believe would entitle you to patent infringement indemnification pursuant to paragraph 12(a). You acknowledge and agree that we shall have the sole right to settle or otherwise compromise such a third-party claim, including but not limited to the right to either (i) modify the Equipment to avoid infringement if you are agreeable to the modification, (ii) repurchase the Equipment from you at a price equal to the then-current fair market value of the Equipment, or (iii) secure rights by assignment or license to permit continued use of the Equipment.

(c) If a third party charges us with patent infringement relating to Equipment sold by us to you, we shall have the right to either (i) modify the Equipment to avoid infringement if you are agreeable to the modification, (ii) repurchase the Equipment from you at a price equal to the then-current fair market value of the Equipment, or (iii) secure rights by assignment or license to permit continued use of the Equipment. If a third party charges us with patent infringement on the bases set forth in paragraph 12(a)(i) or (ii), you shall indemnify and hold us harmless for all expenses as well as any awards of damage assessed against us, and, without limiting any of our other rights and remedies available at law or in equity, we shall also have the right to modify or repurchase the Equipment or to secure rights for continued use by way of assignment or license as set forth in this paragraph.

13. **INSPECTION:** Upon prior written notice, you may make reasonable inspections of Equipment at our facility. We reserve the right to determine the reasonableness of the request and to select an appropriate time and location for such inspection. You agree to execute appropriate confidentiality provisions upon our request prior to visiting our facility. All costs of inspection shall be solely determined by us and shall be payable by you. No inspection or expediting by you at the facilities of our suppliers is authorized.

14. **SOFTWARE PROVISIONS:** If software is provided hereunder (whether such is integrated into the Equipment or otherwise operates alongside the same), you are hereby granted a non-exclusive, non-sublicensable, non-transferable, royalty free license to access and use such software as provided and as intended with our Equipment. Without limiting the foregoing, under the foregoing license you may specifically:

[www.alfalaval.com](http://www.alfalaval.com)

(i) use our software in machine readable object code only and only with the Equipment provided; (ii) copy our software into any machine readable object code form solely for back up purposes in support of your use of our software on the Equipment provided in accordance with these Terms and Conditions; and (iii) create one additional copy of the software for archival purposes only. This license may only be assigned, sublicensed or otherwise transferred by you with our prior written consent. You hereby recognize and acknowledge that the software provided to you hereunder comprises valuable trade secret and/or copyright property of Alfa Laval (or its licensors) and you covenant that you will take adequate precautions against access to the software by, or disclosure of the software to, anyone not authorized hereunder to use or have access to the software as contemplated herein. The software is subject to the confidentiality obligations set forth below in paragraph 15.

15. **CONFIDENTIALITY:** Subject to any non-disclosure or confidentiality agreement already in effect between us, any drawings, data, software or other information exchanged between us is proprietary or confidential to us and shall not be used or disclosed by you without our prior written consent. Confidential information shall not be any information that (i) is known previously to you under no obligation of secrecy; (ii) becomes known to the public through no breach of an obligation of secrecy by you; or (iii) is independently developed by you without use or reference to any of the confidential information or materials provided to you by us.

16. **INAPPLICABILITY OF CISG:** The parties specifically agree that the United Nations Convention on Contracts for the International Sale of Goods shall not apply to any sale or order or the contract between us.

17. **GOVERNING LAW & VENUE:** These Terms and Conditions and any dispute or claim arising out of or related to an order or the contract between us shall be finally decided in accordance with the laws of the Commonwealth of Virginia, without giving effect to the provisions thereof relating to conflict of laws. You agree that the venue for any such dispute shall lie in the United States District Court for the Eastern District of Virginia, Richmond Division. In the event that federal jurisdiction cannot be established pursuant to 28 U.S.C. §§ 1331 or 1332, the venue for any such dispute shall lie in the Circuit Court of Henrico County, Virginia. You expressly submit and waive any objection to the sole and exclusive jurisdiction of such courts.

18. **GENERAL:** All previous agreements or understandings between us, either oral or written, with regard to the subject order, with the exception of a pre-existing non-disclosure agreement between us, are void and these Terms and Conditions constitute the entire agreement between us with respect to the matters addressed herein. Neither of us shall assign an order or contract to which these Terms and Conditions apply without the prior written consent of the other party, which consent shall not be unreasonably withheld. If any provision of these Terms and Conditions is held to be invalid or unenforceable, such holding shall not affect the validity or enforceability of any other provision herein. No waiver by either of us of any default or breach by the other party will operate as or be deemed a waiver of any subsequent default or breach.

**PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY**  
**BOARD OF DIRECTORS MEETING**  
*June 1, 2022*

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

**Water Supply Conditions**

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**Presenter -** Richard Anderson, Director of Operations

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

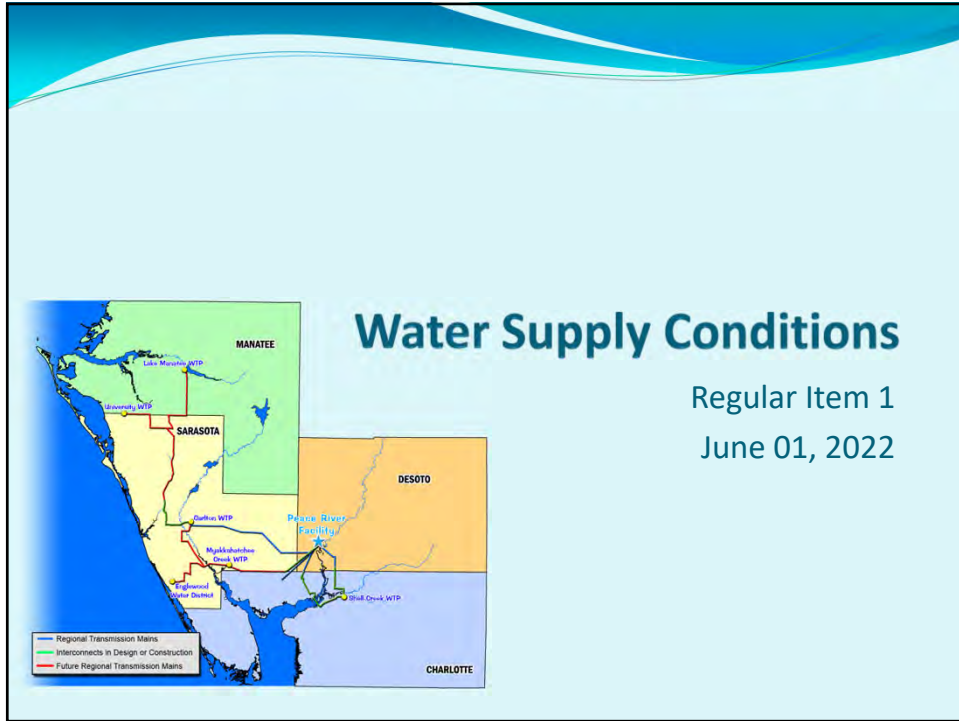
Water Supply Conditions at the Peace River Facility as of May 17, 2022.

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

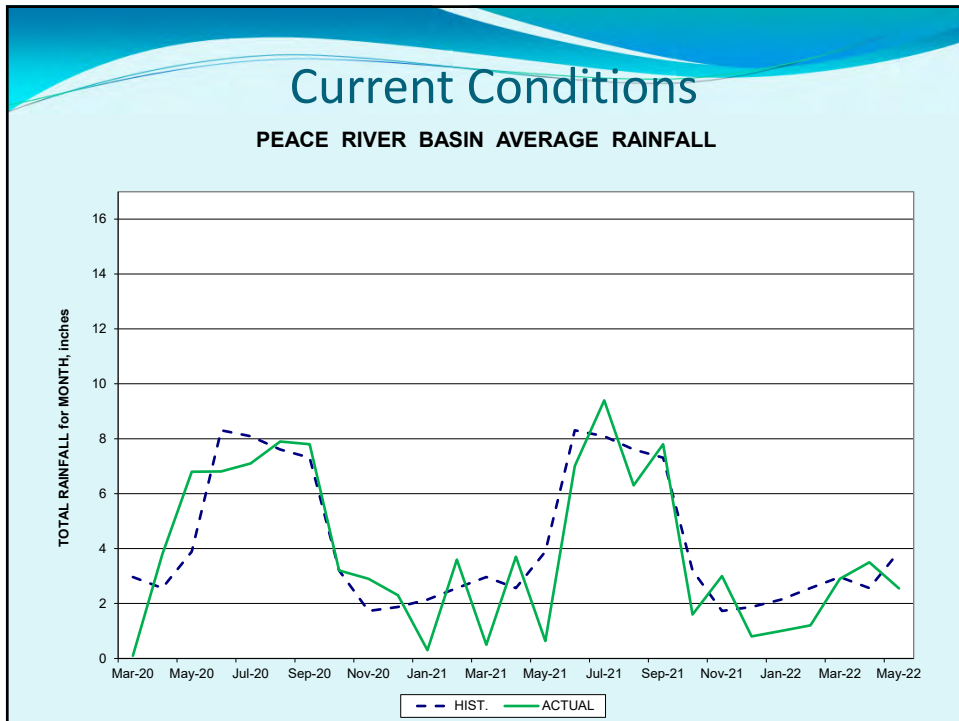
May Water Demand	30.54 MGD
May River Withdrawals	1.50 MGD
<u>Storage Volume:</u>	
Reservoirs	3.82 BG
ASR	<u>8.11 BG</u>
Total	11.93 BG

**Attachments:**  
Presentation Materials

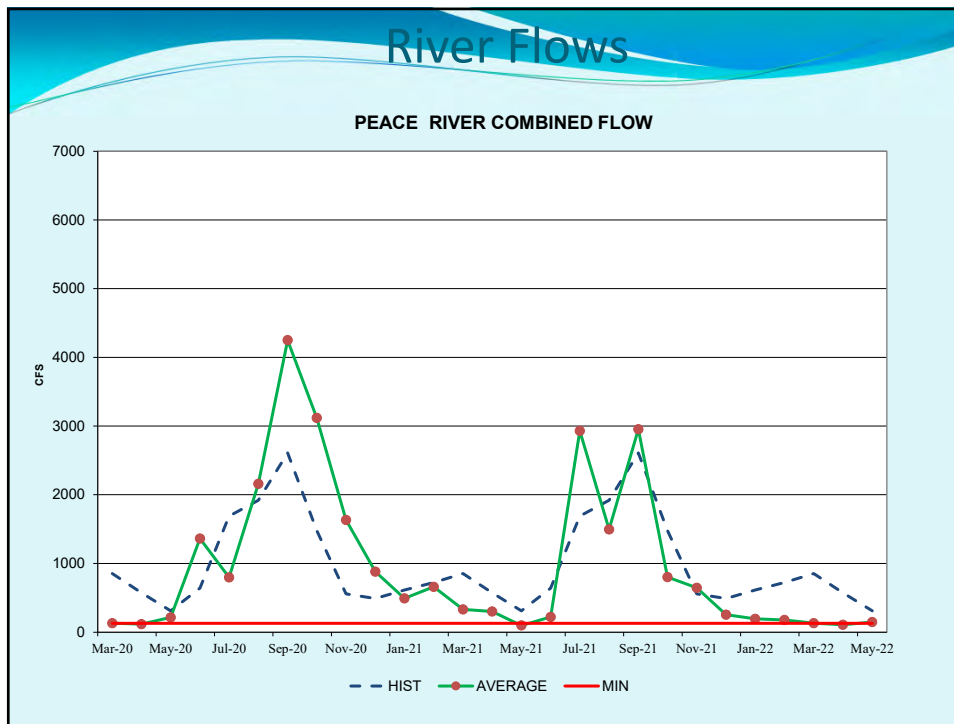




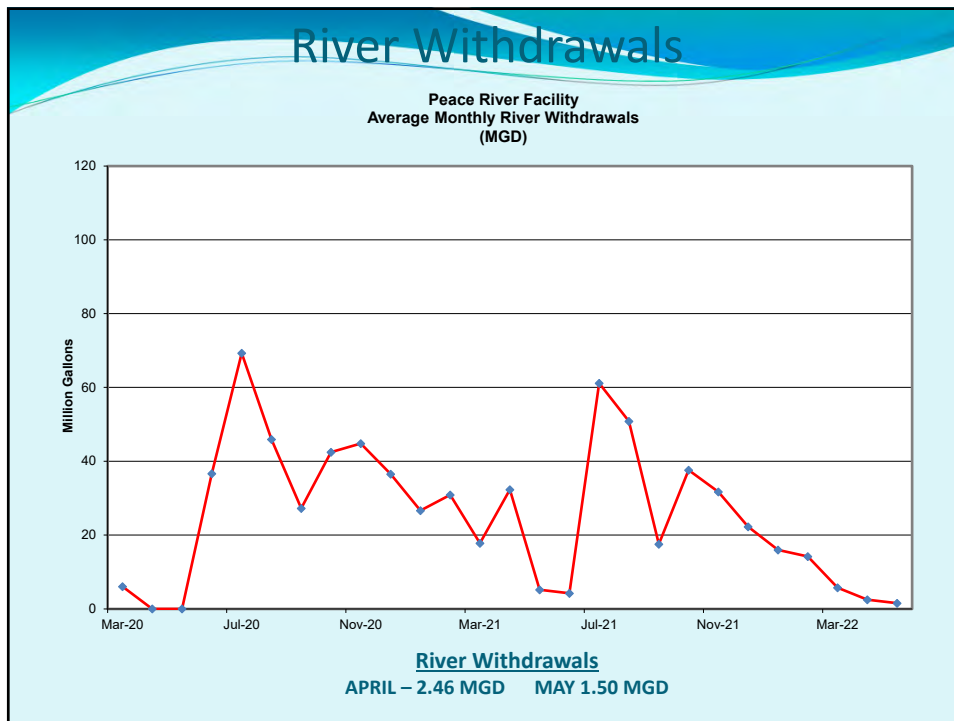
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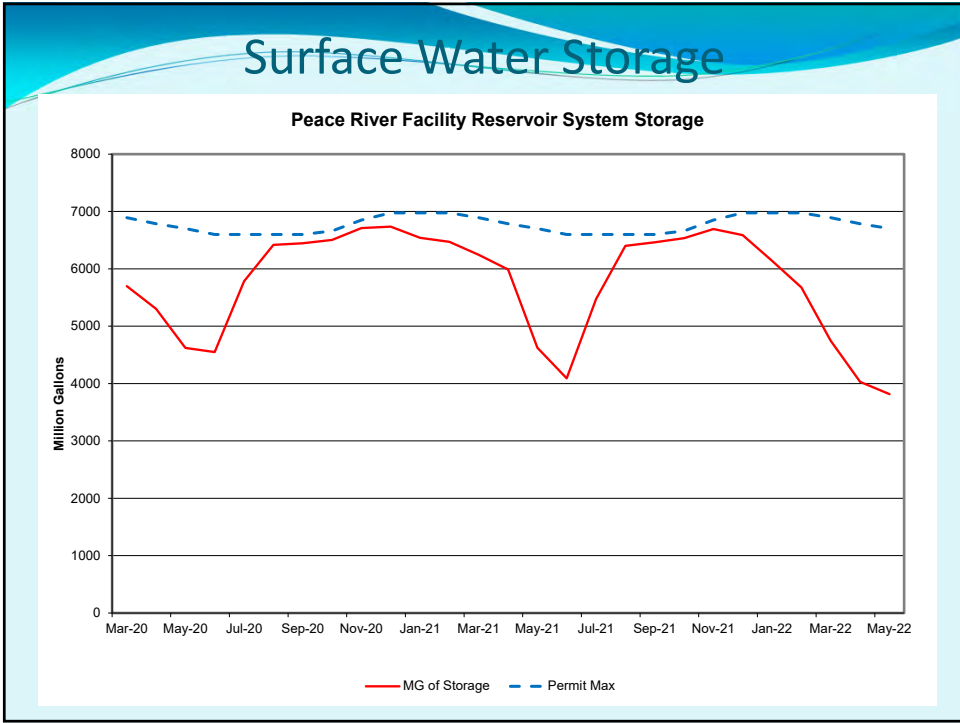
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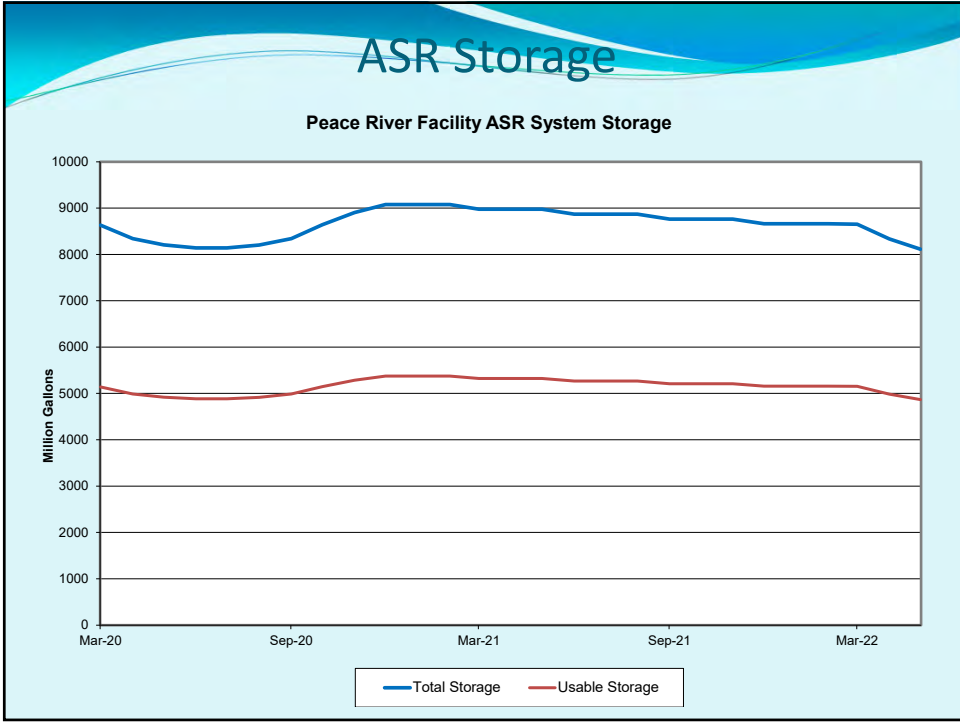
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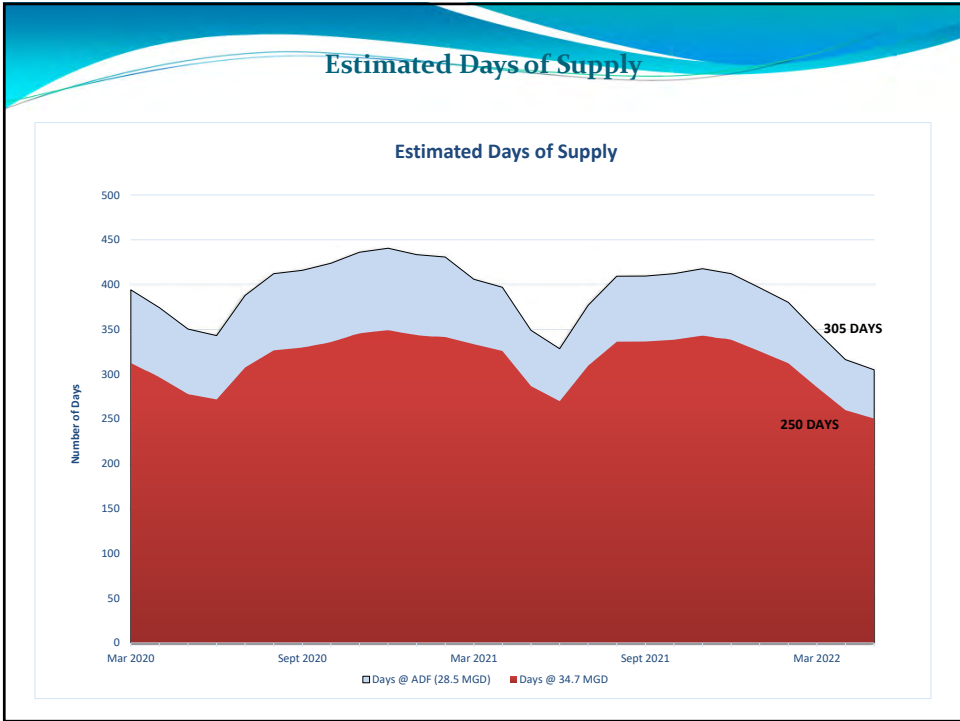
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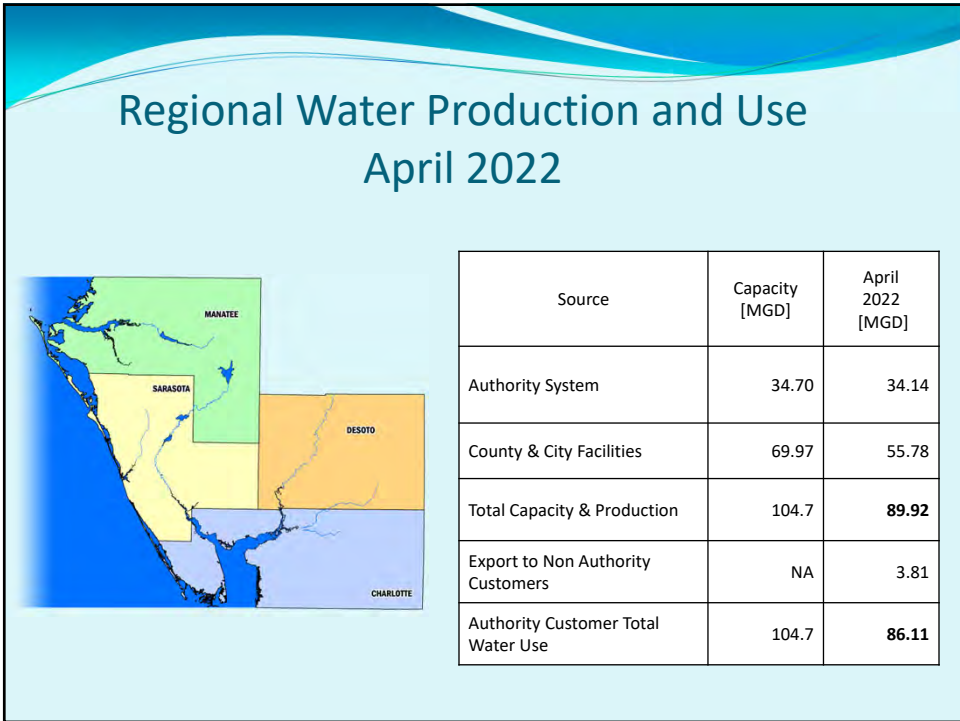
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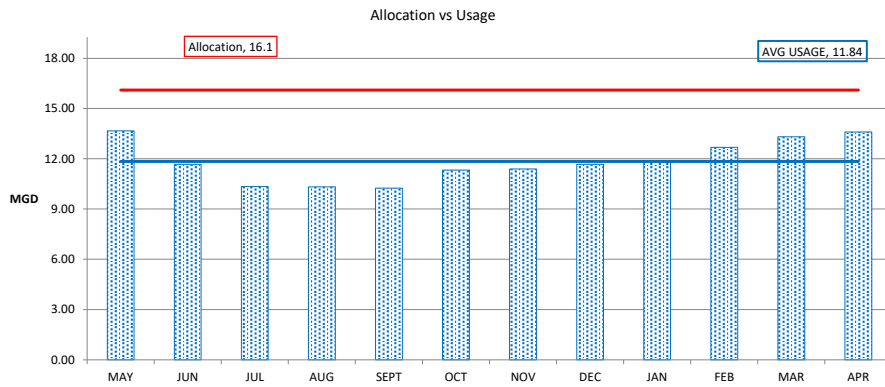
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## Charlotte County

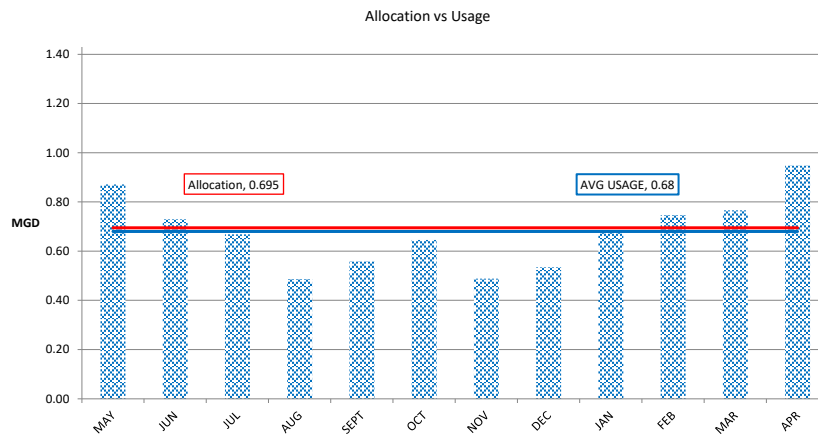
Source	Capacity [MGD]	April [MGD]	% UTILIZED
Peace River Facilities	16.10	13.60	<b>84.5%</b>
Charlotte Self Supply	3.17	0.62	<b>19.5%</b>
<b>TOTAL</b>	<b>19.27</b>	<b>14.22</b>	<b>74%</b>



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## Desoto County

Source	Capacity [MGD]	April [MGD]	% UTILIZED
Peace River Facilities	0.695	0.95	<b>136%</b>
Desoto Self Supply	0.75	0.33	<b>44%</b>
<b>TOTAL</b>	<b>1.445</b>	<b>1.28</b>	<b>88.6%</b>

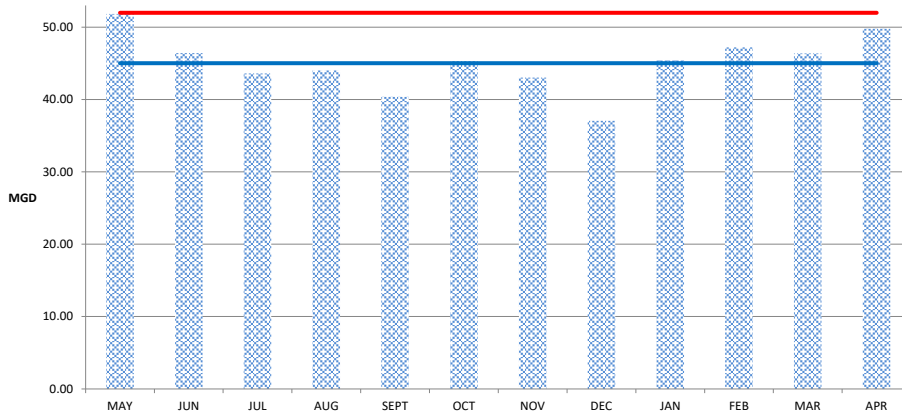


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## Manatee County

Source	Capacity [MGD]	APRIL [MGD]	% UTILIZED
Manatee Self Supply	52.00	41.81	80.4%
Export to Sarasota Co.	NA	4.18	
Export to Others	NA	3.81	
<b>TOTAL</b>	<b>52.00</b>	<b>49.80</b>	<b>96%</b>

**2020 MONTHLY USAGE**

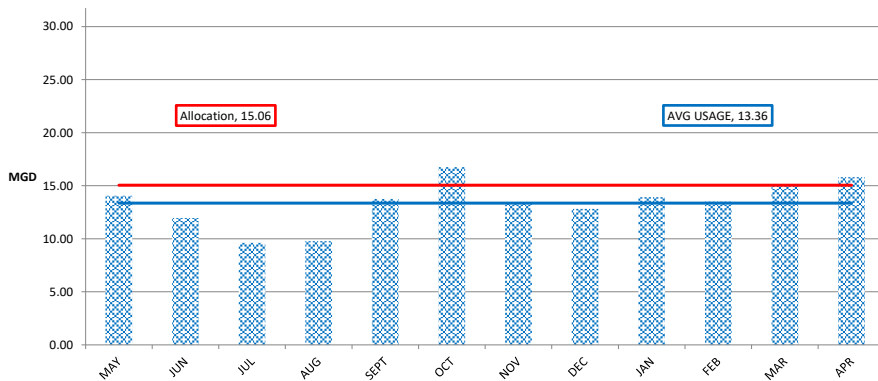


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## Sarasota County

Source	Capacity [MGD]	APRIL [MGD]	% UTILIZED
Peace River Facilities	15.06	15.80	105%
Import from Others	5.00	3.77	75%
County Self Supply	10.52	4.64	44%
<b>TOTAL</b>	<b>33.58</b>	<b>24.22</b>	<b>72%</b>

**Allocation vs Usage**

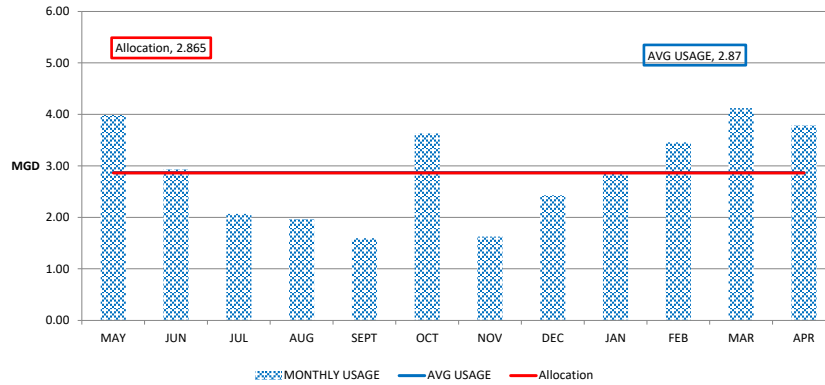


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## North Port

Source	Capacity [MGD]	APRIL [MGD]	% UTILIZED
Peace River Facilities	2.865	3.79	132%
North Port Self Supply	3.30	0.40	12%
Water Exchanged	N/A	0.41	
<b>TOTAL</b>	<b>6.165</b>	<b>4.60</b>	<b>74.5%</b>

**Allocation vs Usage**

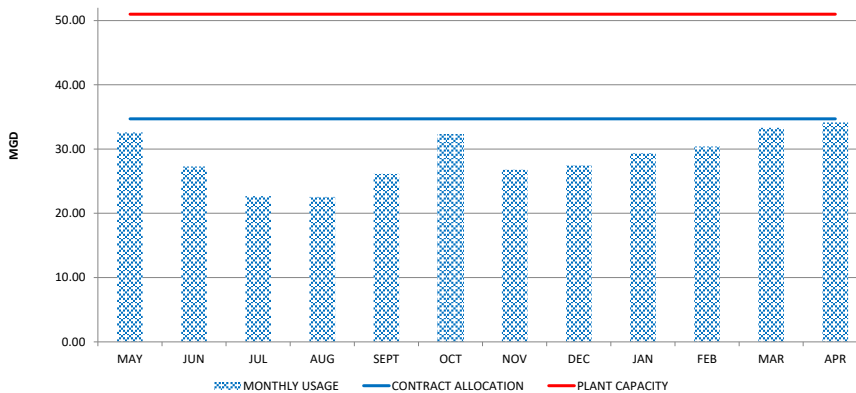


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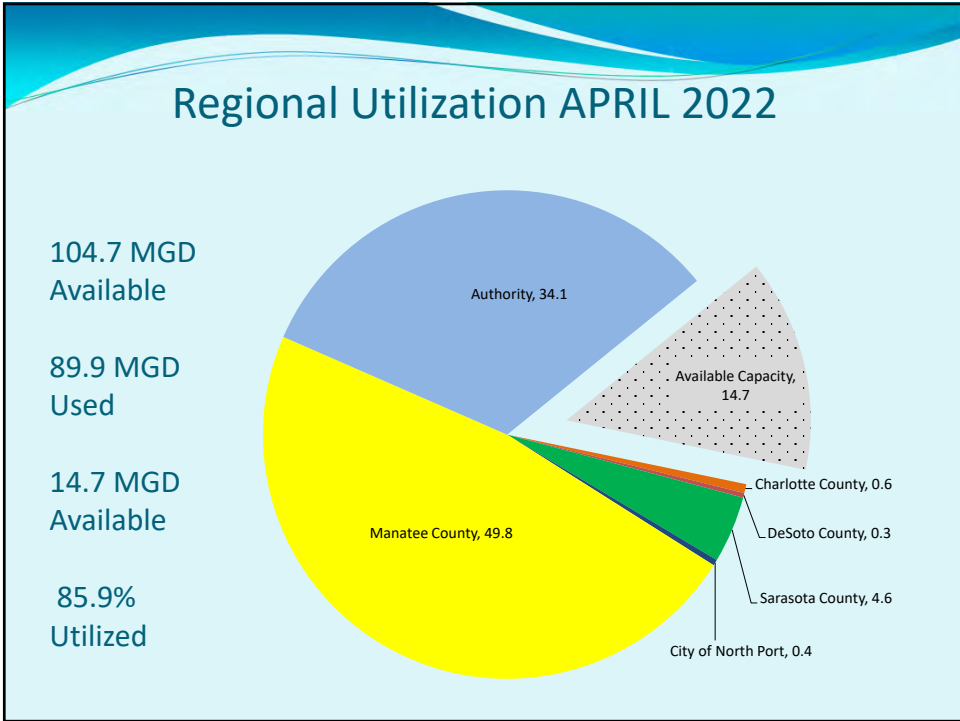
## Regional Delivery

PRF	Capacity [MGD]	APRIL [MGD]	% UTILIZED
Permitted Capacity	51.0	34.14	67%
<b>Customer Allocations</b>	<b>34.70</b>	<b>34.14</b>	<b>98%</b>

**PEACE RIVER FACILITY DELIVERY**



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**PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY**  
**BOARD OF DIRECTORS MEETING**  
*June 1, 2021*

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

**Strategic Plan Update**

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**Presenters -**

Terri Holcomb, PE, Director of Engineering

**Recommended Action -**

This item is presented for the Board's **information only**  
**and no action is required.**

At the February 3<sup>rd</sup>, 2021 Board Meeting, staff presented, and the Board approved the Strategic Plan 2021 documents. Included in the Strategic Plan 2021 documents were the Objectives and Initiatives to help drive the implementation of the Authority's Strategic Plan. In accordance with the Initiatives, the Board requested that Authority staff present an update on the Strategic Plan annually. Today's presentation will provide an update on the Authority's Objectives and Initiatives to our Strategic Plan 2021.

**Budget Action:** No action is needed.

**Attachments:**

Tab A Presentation Materials

Tab B Strategic Plan 2021

**TAB A**  
**Presentation Materials**



# REGULAR ITEM 2 STRATEGIC PLAN UPDATE

June 1, 2022

## Strategic Plan 2021

**Who We Are**

*The Peace River Manasota Regional Water Supply Authority is a regional water supplier that provides wholesale drinking water supporting the region's economic growth and quality of life. The Authority provides the platform for its four member counties to collaboratively plan the region's water supply benefitting from an economy of scale, shared expertise, and environmental stewardship.*

**Cooperation & Collaboration**

*Maintaining a strong spirit of cooperation while collaboratively addressing regional water supply needs through the leadership, guidance and shared expertise of the Authority and Member Governments.*

**Resiliency**

*Planning and forging a system that is environmentally thoughtful and sustainable, highly interconnected, diversified, and adaptable.*

**Vision**

*Through cooperation and collaboration, the Authority and its Customers shall create, maintain, and expand a sustainable, interconnected regional water supply system.*

**Mission**

*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.*

**Leadership and Water Advocacy**

*Developing a workplace culture that is supportive and engaging, while advocating for and promoting the value of water to the public and elected officials through education and outreach efforts.*

**Financial Stability**

*Implementing policies and practices to maintain fiscal health while ensuring integrity and transparency in the financial process and providing affordable water rates to Customers that are fair and equitable.*

## STRATEGIC PLAN UPDATE

### OBJECTIVES & INITIATIVES



#### Cooperation & Collaboration



**Objective 1-1 Establish mechanisms for regional and local input into the water supply planning process.**


**Initiative 1** Develop region-wide 'Action Plan' to optimize water quality consistency of current and future sources of supply through the Regional System in 2022.

**Objective 1-2 Update Regional Water Supply Plan every 5-years or at greater frequency if conditions warrant (next scheduled updates are in 2025).**

-  **Initiative 1** Update the Authority's Integrated Regional Water Supply Plan in collaboration with the Southwest Florida Water Management District's Water Supply Plan on a 5-year basis.
-  **Initiative 2** Update the Authority's Water Quality Master Plan on a 5-year basis.

**Objective 1-3 Enhance Short term and long-term relationships with all water suppliers in the Authority service area.**

**Initiative 1** Identify and seek to improve existing infrastructure that could be used cooperatively to increase available water for delivery and exchange and maintain connections in readiness to serve status in 2023.

-  **Initiative 2** Annually provide an update to the Authority Board on the Strategic Plan Objectives and Initiatives.

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## STRATEGIC PLAN UPDATE

### OBJECTIVES & INITIATIVES




#### Resiliency



**Objective 2-1 Develop a regional operational protocol for interconnected facilities that supports economical and sustainable use of resources, and emergency operation.**

**Initiative 1** Establish an operational protocol for interoperability of the interconnected regional water facilities to optimize flexibility and rotational supply by 2022. (For example, optimize use of groundwater facilities such as the Carlton Water Treatment Plant in dry season to augment surface water sources.)

**Objective 2-2 Develop a "regional program plan" for capital funding of future regional pipelines and sources with SWFWMD, including sub-regional interconnections and regional participation in sub-regional projects of regional significance.**

-  **Initiative 1** Annually update the Authority's 5-year Capital Improvement Program.
-  **Initiative 2** Annually update the Authority's 20-year Capital Needs Assessment.
-  **Initiative 3** Annually review grant funding opportunities for CIP and CNA projects including coordination with SWFWMD's Cooperative Funding Initiative Program.

**Objective 2-3 Identify and develop regional projects and programs that bolster regional system's resiliency.**

- Initiative 1** Interconnect all existing major supply facilities to the Regional Transmission System by 2030.
- Initiative 2** Evaluate and continue participation in programs with Florida Power & Light to optimize power costs and increase sustainability goals in 2021.
- Initiative 3** Continue feasibility, design, and construction of PR3 Project and expanded water treatment capacity for completion by 2030.
- Initiative 4** Continue partnerships to protect and monitor water resources in the Region.

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## STRATEGIC PLAN UPDATE

### OBJECTIVES & INITIATIVES

#### Financial Stability



**Objective 3-1 Review Authority financial policies, procedures, and contracts to ensure they continue to support agency financial goals, including future debt considerations.**

**Initiative 1** Annually review Authority budgetary & financial policies and procedures to ensure they meet current & long-term financial goals and are in line with financial best practices.

**Initiative 2** Perform a comprehensive review of the MWSC to ensure it meets the needs of Authority Customers by 2023; for example, development of a methodology to combine new debt service cost of Authority water supply sources with existing debt service cost (MWSC 16.1).

**Initiative 3** Annually update the Authority's rate model to forecast cost impacts.

**Objective 3-2 Identify capital improvement funding needs, including new connections to the regional system and regional pipelines for Customers and partners.**

**Initiative 1** Develop connection fees and use charges for allocation of hydraulic capacity entitlements in the Regional Transmission System by 2023.

**Initiative 2** Update the Authority's R&R sufficiency study on a 5-year basis.

**Objective 3-3 Investigate alternative funding sources and mechanisms outside of SWFWMD and state grants including the State Revolving Loans, WIFIA et . al.**

**Initiative 1** Participate in state and federal legislative opportunities to create and provide a continuous source for funding of water infrastructure.

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## STRATEGIC PLAN UPDATE

### OBJECTIVES & INITIATIVES

#### Leadership & Water Advocacy



**Objective 4-1 Implement policies and procedures to encourage leadership and growth within the organization and industry.**

**Initiative 1** Develop Leadership and Succession plans for key positions.

**Initiative 2** Review and revise essential requirements to perform job assignments in coordination with agency staffing needs or pay and class studies.

**Initiative 3** Support staff engagement in industry organizations, continuing education and professional development opportunities.

**Initiative 4** Develop and maintain training and development programs where employees develop skills needed to succeed now and progress in the future.

**Objective 4-2 Provide a forum for partnership building with local organizations and the public on water advocacy within the region.**

**Initiative 1** Identify key contacts for education and outreach opportunities by 2022.

**Initiative 2** Promote the value of water to the public and business community through editorials, press releases, resolutions, and postings to social media outlets.

**Initiative 3** Host outreach initiatives including annual BBQ at Peace River Facility and water forums to engage local and state officials in water issues.

**Initiative 4** Engage local youth organizations (4H; FFA; Educational Organizations) in Facility Tours, local STEM events and Career Days.

**Objective 4-3 Investigate alternative funding sources and mechanisms outside of SWFWMD and state grants including the State Revolving Loans, WIFIA et . al.**

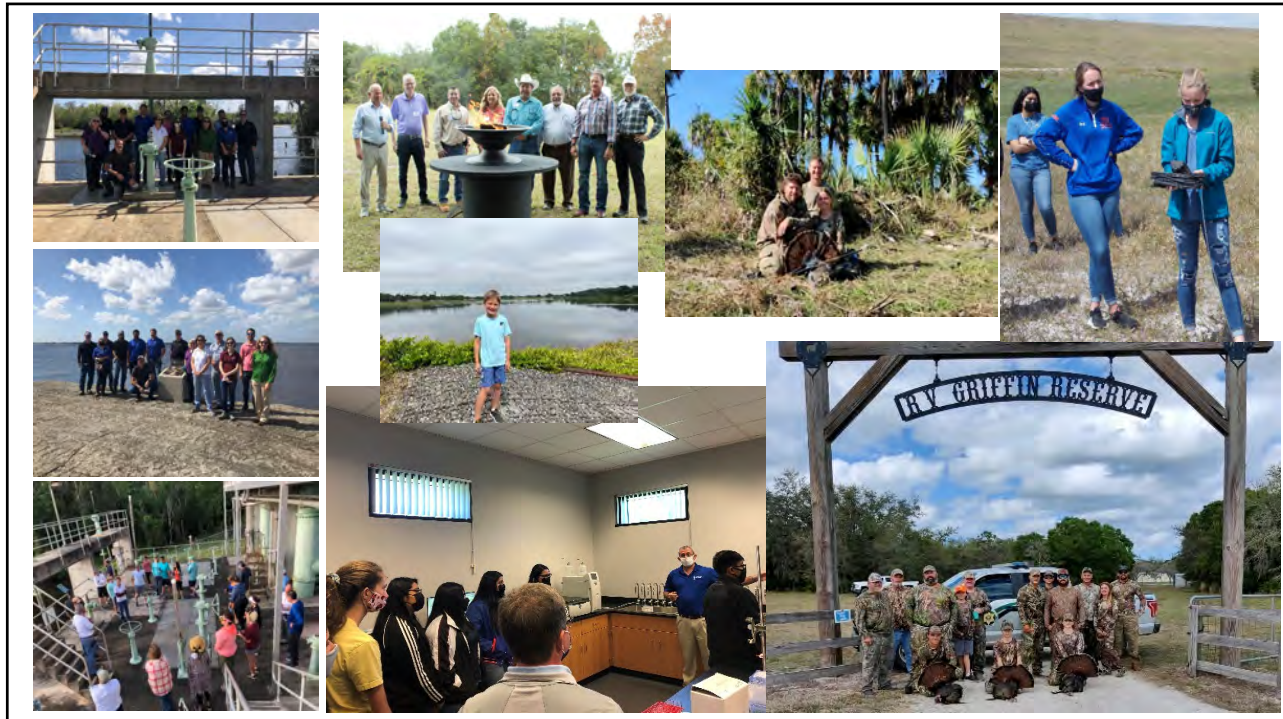
**Initiative 1** Continue engagement in the Florida Water and Climate Alliance.

**Initiative 2** Participate in annual County Legislative Delegation meetings to support regional water supply projects.

**Initiative 3** Participate in annual State and Federal Legislative outreach efforts that support water industry initiatives.

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## Strategic Plan 2021

**Who We Are**

*The Peace River Manasota Regional Water Supply Authority is a regional water supplier that provides wholesale drinking water supporting the region's economic growth and quality of life. The Authority provides the platform for its four member counties to collaboratively plan the region's water supply benefitting from an economy of scale, shared expertise, and environmental stewardship.*







**Cooperation & Collaboration**

*Maintaining a strong spirit of cooperation while collaboratively addressing regional water supply needs through the leadership, guidance and shared expertise of the Authority and Member Governments.*



**Resiliency**

*Planning and forging a system that is environmentally thoughtful and sustainable, highly interconnected, diversified, and adaptable.*



**Vision**

*Through cooperation and collaboration, the Authority and its Customers shall create, maintain, and expand a sustainable, interconnected regional water supply system.*



**Mission**

*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.*



**Leadership and Water Advocacy**

*Developing a workplace culture that is supportive and engaging, while advocating for and promoting the value of water to the public and elected officials through education and outreach efforts.*



**Financial Stability**

*Implementing policies and practices to maintain fiscal health while ensuring integrity and transparency in the financial process and providing affordable water rates to Customers that are fair and equitable.*

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**TAB B**  
**Strategic Plan 2021**



# Peace River Manasota

Regional Water Supply Authority

## Strategic Plan

[Approved February 2021]

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# Strategic Plan for Peace River Manasota Regional Water Supply Authority

February 3, 2021

## Who We Are

*The Peace River Manasota Regional Water Supply Authority is a regional water supplier that provides wholesale drinking water supporting the region's economic growth and quality of life. The Authority provides the platform for its four member counties to collaboratively plan the region's water supply benefitting from an economy of scale, shared expertise, and environmental stewardship.*



Peace River Manasota Regional Water Supply Authority

## 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.*

## Core Values

### I. Cooperation & Collaboration

*Maintaining a strong spirit of cooperation while collaboratively addressing regional water supply needs through the leadership, guidance and shared expertise of the Authority and Member Governments.*

### II. Resiliency

*Planning and forging a system that is environmentally thoughtful and sustainable, highly interconnected, diversified, and adaptable.*

### III. Financial Stability

*Implementing policies and practices to maintain fiscal health while ensuring integrity and transparency in the financial process and providing affordable water rates that are fair and equitable.*

### IV. Leadership and Water Advocacy

*Developing a workplace culture that is supportive and engaging, while advocating for and promoting the value of water to the public and elected officials through education and outreach efforts.*

Website: [www.regionalwater.org](http://www.regionalwater.org)

9415 Town Center Parkway  
Lakewood Ranch, FL 34202  
(941) 316-1776

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## **OBJECTIVES & INITIATIVES**

# 1-Cooperation & Collaboration

February 3, 2021

**Goal: Maintaining a strong spirit of cooperation while collaboratively addressing regional water supply needs through the leadership, guidance and shared expertise of the Authority and Member Governments.**

## COOPERATION & COLLABORATION

### Objectives

**Objective 1-1 Establish mechanisms for regional and local input into the water supply planning process.**

Initiative 1. Develop region-wide 'Action Plan' to optimize water quality consistency of current and future sources of supply through the Regional System in 2022.

**Objective 1-2 Update Regional Water Supply Plan every 5-years or at greater frequency if conditions warrant (next scheduled updates are in 2025).**



Initiative 1. Update the Authority's Integrated Regional Water Supply Plan in collaboration with the Southwest Florida Water Management District's Water Supply Plan on a 5-year basis.



Initiative 2. Update the Authority's Water Quality Master Plan on a 5-year basis.

**Objective 1-3 Enhance Short term and long-term relationships with all water suppliers in the Authority service area.**

Initiative 1. Identify and seek to improve existing infrastructure that could be used cooperatively to increase available water for delivery and exchange and maintain connections in readiness to serve status in 2023.



Initiative 2. Annually provide an update to the Authority Board on the Strategic Plan Objectives and Initiatives.



Recurring Initiatives

## 2- Resiliency

February 3, 2021

**Goal: Planning and forging a system that is environmentally thoughtful and sustainable, highly interconnected, diversified, and adaptable.**

### RESILIENCY

#### Objectives

**Objective 2-1 Develop a regional operational protocol for interconnected facilities that supports economical and sustainable use of resources, and emergency operation.**

Initiative 1. Establish an operational protocol for interoperability of the interconnected regional water facilities to optimize flexibility and rotational supply by 2022. (For example, optimize use of groundwater facilities such as the Carlton Water Treatment Plant in dry season to augment surface water sources.)

**Objective 2-2 Develop a "regional program plan" for capital funding of future regional pipelines and sources with SWFWMD, including sub-regional interconnections and Regional Participation in sub-regional projects of regional significance.**



Initiative 1. Annually update the Authority's 5-year Capital Improvement Program.



Initiative 2. Annually update the Authority's 20-year Capital Needs Assessment.



Initiative 3. Annually review grant funding opportunities for CIP and CNA projects including coordination with SWFWMD's Cooperative Funding Initiative Program.

**Objective 2-3 Identify and develop regional projects and programs that bolster regional system's resiliency.**

Initiative 1. Interconnect all existing major supply facilities to the Regional Transmission System by 2030.

Initiative 2. Evaluate and continue participation in programs with Florida Power & Light to optimize power costs and increase sustainability goals in 2021.

Initiative 3. Continue feasibility, design, and construction of PR3 Project and expanded water treatment capacity for completion by 2030.

Initiative 4. Continue partnerships to protect and monitor water resources in the Region.



Recurring Initiatives

### 3-Financial Stability

February 3, 2021

**Goal: Implementing policies and practices to maintain fiscal health while ensuring integrity and transparency in the financial process and providing affordable water rates that are fair and equitable.**

#### FINANCIAL STABILITY

#### Objectives

**Objective 3-1 Review Authority financial policies, procedures, and contracts to ensure they continue to support agency financial goals, including future debt considerations.**



Initiative 1. Annually review Authority budgetary & financial policies and procedures to ensure they meet current & long-term financial goals and are in line with financial best practices.

Initiative 2. Perform a comprehensive review of the MWSC to ensure it meets the needs of Authority Customers by 2023; for example development of a methodology to combine new debt service cost of Authority water supply sources with existing debt service cost (MWSC 16.1).



Initiative 3. Annually update the Authority's rate model to forecast cost impacts.

**Objective 3-2 Identify capital improvement funding needs, including new connections to the regional system and regional pipelines for Customers and partners.**

Initiative 1. Develop connection fees and use charges for allocation of hydraulic capacity entitlements in the Regional Transmission System by 2023.



Initiative 2. Update the Authority's R&R sufficiency study on a 5-year basis.

**Objective 3-3 Investigate alternative funding sources and mechanisms outside of SWFWMD and state grants including the State Revolving Loans, WIFIA et. al.**



Initiative 1. Participate in state and federal legislative opportunities to create and provide a continuous source for funding of water infrastructure.



Recurring Initiatives

## 4- Leadership and Water Advocacy

February 3, 2021

**Goal: Developing a workplace culture that is supportive and engaging, while advocating for and promoting the value of water to the public and elected officials through education and outreach efforts.**





### LEADERSHIP AND WATER ADVOCACY

#### Objectives

**Objective 4-1 Implement policies and procedures to encourage leadership and growth within the organization and industry.**

- Initiative 1. Develop Leadership and Succession plans for key positions.
- Initiative 2. Review and revise essential requirements to perform job assignments in coordination with agency staffing needs or pay and class studies.
- Initiative 3. Support staff engagement in industry organizations, continuing education and professional development opportunities.
- Initiative 4. Develop and maintain training and development programs where employees develop skills needed to succeed now and progress in the future.

**Objective 4-2 Provide a forum for partnership building with local organizations and the public on water advocacy within the region.**

-  Initiative 1. Identify key contacts for education and outreach opportunities by 2022.
-  Initiative 2. Promote the value of water to the public and business community through editorials, press releases, resolutions, and postings to social media outlets.
-  Initiative 3. Host outreach initiatives including annual BBQ at Peace River Facility and water forums to engage local and state officials in water issues.
-  Initiative 4. Engage local youth organizations (4H; FFA; Educational Organizations) in Facility Tours, local STEM events and Career Days.

**Objective 4-3 Promote education on regional water issues through coordination and collaboration with elected officials and academic institutions.**

-  Initiative 1. Continue engagement in the Florida Water and Climate Alliance.
-  Initiative 2. Participate in annual County Legislative Delegation meetings to support regional water supply projects.
-  Initiative 3. Participate in annual State and Federal Legislative outreach efforts that support water industry initiatives.



Recurring Initiatives

**PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY**  
**BOARD OF DIRECTORS MEETING**  
*June 1, 2022*

**REGULAR AGENDA**  
**ITEM 3**

**5-Year Capital Improvement Plan & 20-Year Capital Needs Assessment**

---

**Presenter -** Terri Holcomb, PE, Director of Engineering

**Recommended Action -** **Board Motion** To approve the 5-Year Capital Improvement Plan and 20-Year Capital Needs Assessment for 2023-2042.

The draft 5-Year CIP and 20-Year CNA document summarizes the number, type, and timing of water supply, regional transmission, and other capital projects planned over these periods. Capital planning drives the planning, design, and construction of significant infrastructure projects forecasted to serve the region's needs. These projections must be coordinated with financial planning, selection of engineering consultants, and acquisition of internal resources to complete these projects by the time they are needed. There are two schedule horizons in the Authority's capital planning efforts: the 5-Year Capital Improvements Plan (CIP) which includes projects that are relatively certain and well-defined, and the 20-Year Capital Needs Assessment (CNA) that includes the 5-Year CIP and also looks out beyond that period to years 6 – 20 years where projects are less certain and defined.

The 5-Year CIP beginning in FY 2023 through FY 2027 currently includes the following:

Regional Transmission Projects	\$ 140,560,475	25.4%
Water Supply Projects	\$ 393,522,400	71%
Other Projects	\$ 20,250,000	3.6%
<b>Total</b>	<b>\$ 554,332,875</b>	<b>100%</b>

And the 20-Year CNA beginning in FY 2023 through FY 2042 includes the following:

Regional Transmission Projects	\$ 385,752,789	41.8%
Water Supply Projects	\$ 516,237,476	56%
Other Projects	\$ 20,250,000	2.2%
<b>Total</b>	<b>\$ 922,240,265</b>	<b>100%</b>

Capital planning has also identified \$445 million (\$266.4 million in 5-Year CIP) in offsetting cooperative grant funding opportunities for these collective projects based upon past generous participation by the Southwest Florida Water Management District as well as several FDEP (Federal) grants. The 5-Year CIP and 20-Year CNA were presented and discussed with Customer utility staff on March 9<sup>th</sup> and May 4<sup>th</sup> and presented to the Board (Regular 4) at the April 6, 2022 Board meeting.

**Budget Action:** None – Scheduled projects will be incorporated into the FY 2023 budget.

**Attachments:**

Tab A Presentation Materials

Tab B 5-Year CIP and 20-Year CNA

**TAB A**  
**Presentation Materials**





# REGULAR ITEM 3 5-YEAR CAPITAL IMPROVEMENT PLAN AND 20-YEAR CAPITAL NEEDS ASSESSMENT

June 1, 2022

1



**01 Overview of 5-Year CIP and 20-Year CNA**

**02 Highlight of Key 5-Year CIP Projects**

**03 Board Motion**

2



## 01 Overview of 5-Year CIP and 20-Year CNA

## 02 Highlight of Key 5-Year CIP Projects

## 03 Board Motion

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### Overview – By The Numbers

#### 14 Projects Identified in next 20 years



- 8 Regional Water Transmission Projects
  - 3 in 5-Year CIP



- 4 Water Supply Projects
  - 2 in 5-Year CIP



- 2 System-Wide Benefit Projects
  - 2 in 5-Year CIP

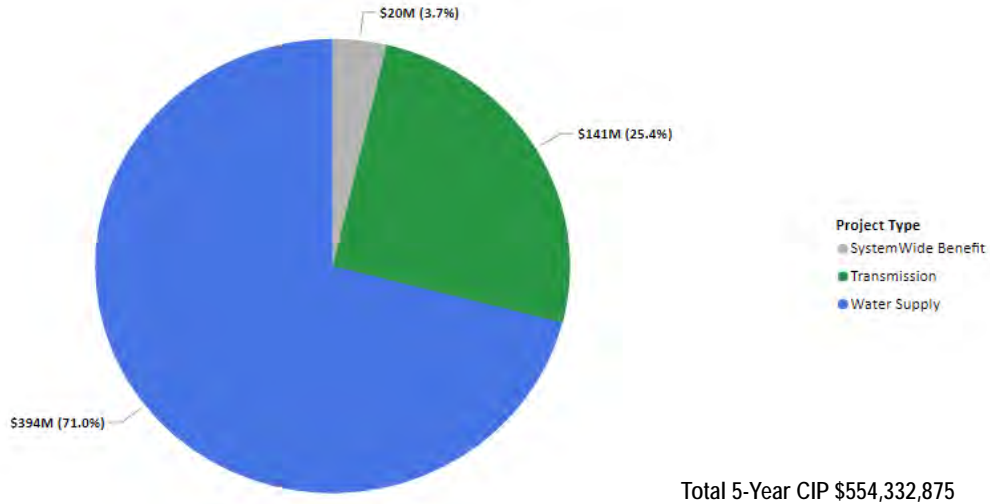
**Costs and timing of the Capital Projects are coordinated with Professional Staff and the Southwest Florida Water Management District.**



4

## Proposed Capital Improvements Plan 2023 - 2027

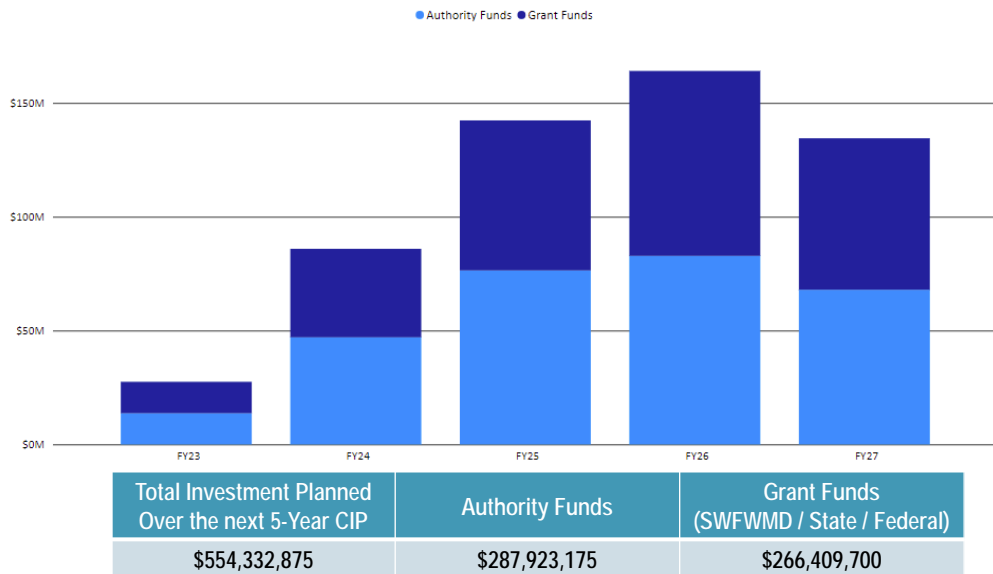
Anticipated 5-Year Total Cost by Project Type



5

## Proposed Capital Improvements Plan 2023 - 2027

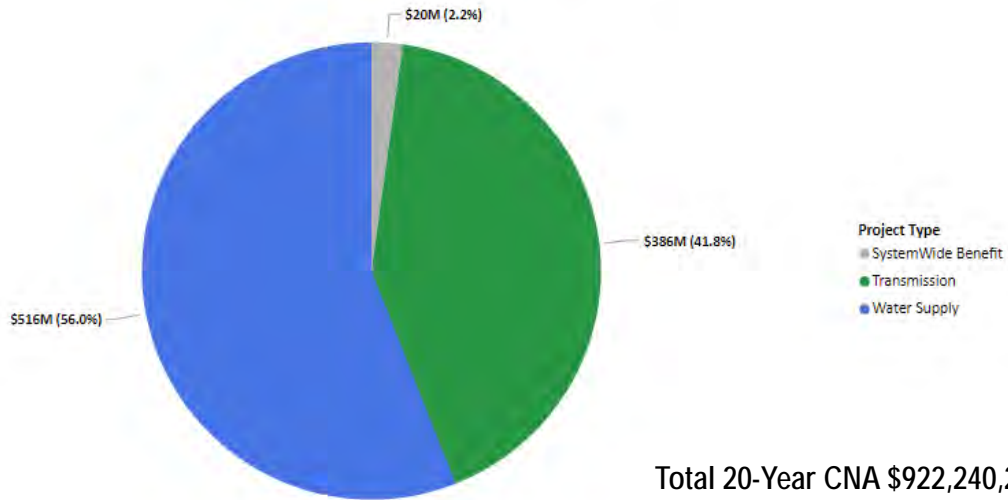
Anticipated 5-Year CIP Funding



6

## Proposed Capital Needs Assessment 2023 - 2042

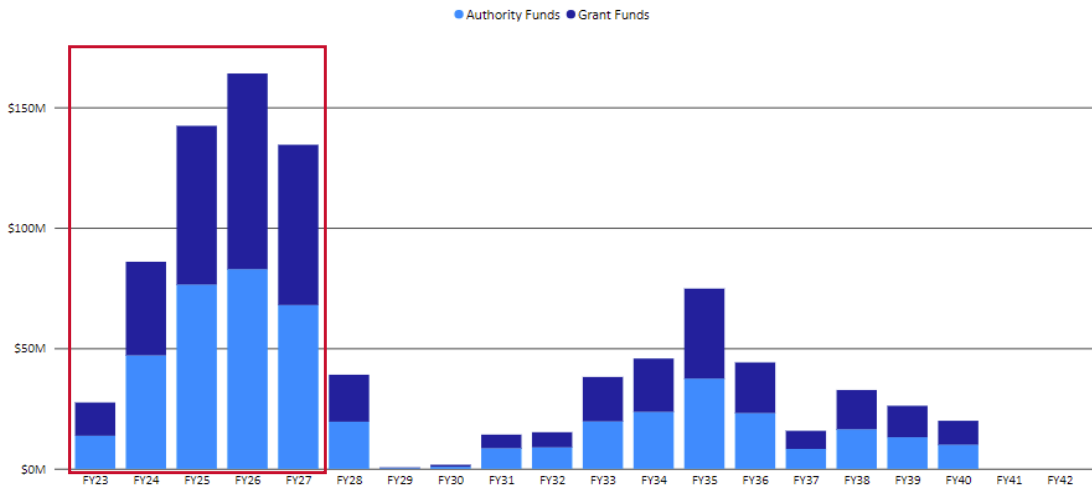
Anticipated 20-Year Total Cost by Project Type



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## Proposed Capital Needs Assessment 2023 - 2042

Anticipated 20-Year CNA Funding



Total Investment Planned Over the next 20-Year CNA	Authority Funds	Grant Funds (SWFWMD / State / Federal)
\$922,240,265	\$477,231,482	\$445,008,783

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01 Overview of 5-Year CIP and 20-Year CNA

02 Highlight of Key 5-Year CIP Projects

03 Board Motion

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## 2 Water Supply Projects

**PRF Expansion** – Plant Capacity increase to support 15-18 MGD Annual Average Day Demands in conjunction with PR3

**PR3** – New 9 Billion Gallon Reservoir; Intake and Pump Station on the Peace River; Reservoir Pump Station and Conveyance System.



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### 3 Transmission System Projects

**Phase 3C** – 10 miles of large diameter transmission main with pumping and storage facilities to serve growing demands in northeast Sarasota County.

**Phase 2B** – 13 miles of large diameter transmission main to serve growing demands in western Charlotte County.

**Kings Highway Pipeline Replacement** – Relocation / Replacement of approximately 2 miles of existing 24" Transmission Main in concert with FDOT widening of Kings Highway.

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### 2 System Wide Benefit Projects

**Water Resources/Construction Department Building** – Construction of a new 5,000 SF Administration/Laboratory building to replace the existing 60-year-old Water Resources Building.

**Partially Treated Surface Water ASR** – Design, permitting and construction of facilities to partially treat raw water from the reservoir system and inject it below ground in the ASR system.

12



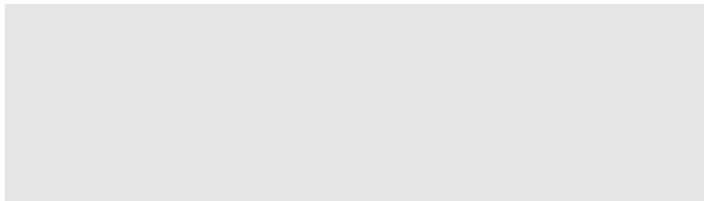
01 Overview of 5-Year CIP and 20-Year CNA

02 Highlight of Key 5-Year CIP Projects

**03 Board Motion**

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Board Motion:  
To approve the 5-Year Capital Improvement Plan and 20-Year Capital Needs Assessment for 2023-2042.



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**TAB B**  
**5-Year Capital Improvement Plan and 20-Year Capital Needs Assessment**



# Peace River Manasota

Regional Water Supply Authority

## **5-Year Capital Improvement Plan and 20-Year Capital Needs Assessment**

**Fiscal Period: 2023 – 2042**

*“Through cooperation and collaboration, the Authority and its Customers shall create, maintain, and expand a sustainable, interconnected, regional water supply system”*

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# Overview

The Peace River Manasota Regional Water Supply Authority's 5-Year Capital Improvements Plan (CIP) and 20-Year Capital Needs Assessment (CNA) reflect comprehensive plans of proposed capital projects to meet the region's water supply needs. These plans are primarily a planning vehicle which is adjusted annually subject to the shifting needs and priorities of the region and also as projects grow closer to implementation and so become more refined in both scope and cost. The CIP and CNA documents reflect the collective input of many stakeholders and is useful to those parties in understanding and communicating both funding obligations as well as grant funding opportunities associated with future projects. The CIP and CNA are developed with oversight of the Water Supply Authority's Board of Directors and are consistent with Board Policy, our Vision, our Mission Statement and the Strategic Plan. Although there is no policy establishing a minimum value for a project to be considered a CIP/CNA project, they typically reflect projects expected to cost more than \$1 million. The Authority is continually in the process of updating and expanding its Water Supply Facilities to serve increasing demand, capacity requirements, and new regulatory requirements and improve and upgrade existing infrastructure, which will provide service to the members increasing demand.

Capital Improvement Projects are categorized into three primary categories: (1) New Water Supply Projects, (2) Regional Transmission System Projects, and (3) System Wide Benefit Projects:

## **New Water Supply Projects**

Includes projects that provide expansion of the Authority's Water Supply Facilities and appurtenances or associated installations owned, leased or otherwise controlled by the Authority and used for the provision of potable water supply. This category also includes any water conveyance projects needed for water supply. These projects are funded in accordance with the Master Water Supply Contract (MWSC). The 5-year CIP plan is anticipated to add an additional 15-18 MGD of average day safe yield and the 20-year CNA is anticipated to add an additional 5 MGD of average day safe yield.

## **Regional Transmission System Projects**

Includes transmission pipelines and, where needed, remote storage and booster pumping facilities to improve or extend delivery of water within the regional system. These projects generally interconnect members/customers based on need and bolster plant-to-plant connections to facilitate rotational supply capability for droughts and other emergencies. Also includes projects whereby elements of the regional transmission system must be relocated. The 5-year CIP plan is anticipated to add an additional 45 miles of transmission pipelines and the 20-year CNA is anticipated to add an additional 28 miles of transmission pipelines.

## **System Wide Benefit Projects**

Is defined as any capital project of shared benefit to Authority Members and Customers. System Wide Benefit CIP Projects exclude Renewal and Replacement and New Water Supply Projects and funding will be established on project-specific basis as approved by the Board. System Wide Benefit Projects will generally exceed \$500,000 but fall below \$5,000,000 in anticipated cost for implementation and may include the following general types of projects:

- New buildings, or expansion of an existing building, at Authority water supply facilities;
- Projects which improve the performance, enhance treatment capability or improve water quality in the Authority's water supply system;
- Projects which bolster resiliency and reliability of the Authority's water supply system;
- Projects which promote sustainability, safety and system security of the regional water system;
- Projects involving major facility control/communications system upgrades; and
- Any other project so designated by the Authority Board of Directors.



# Peace River Manasota

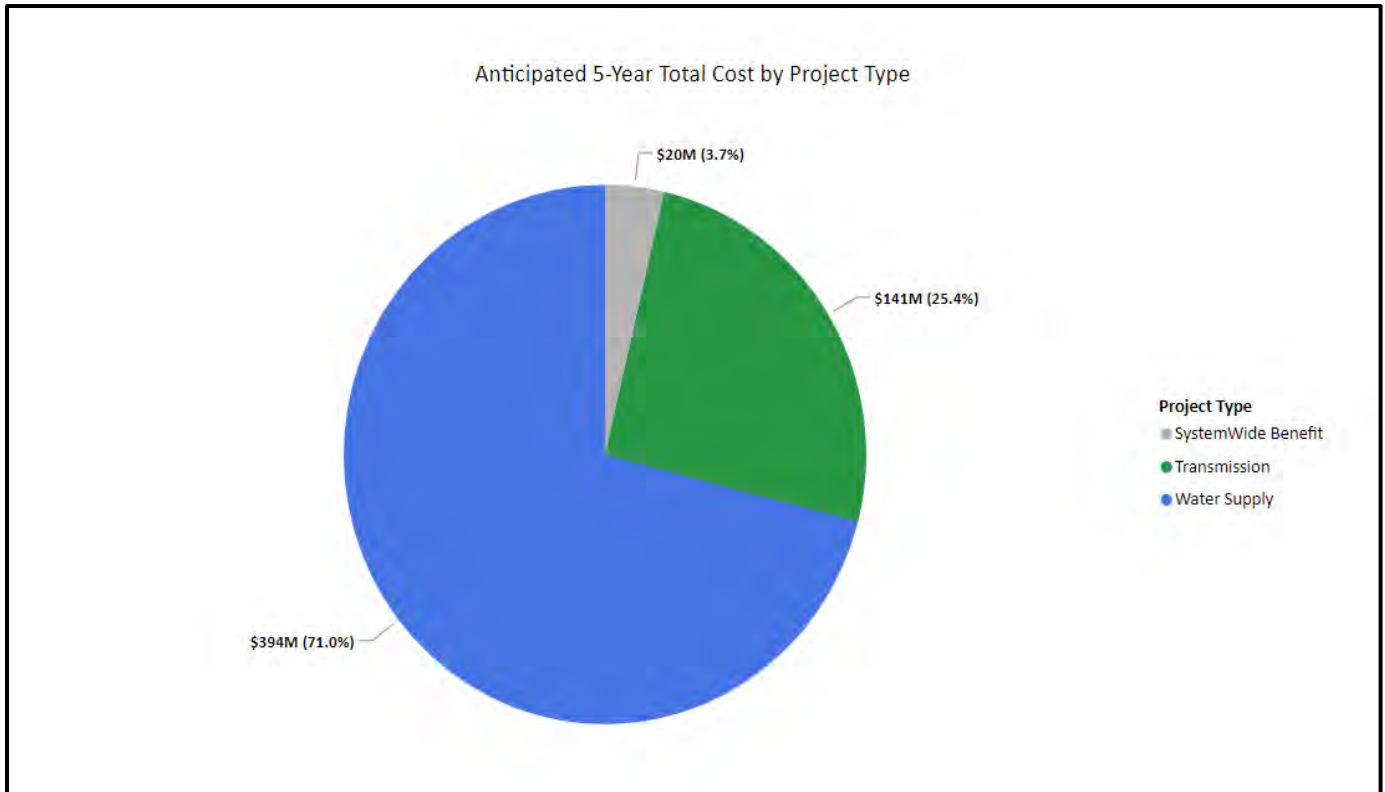
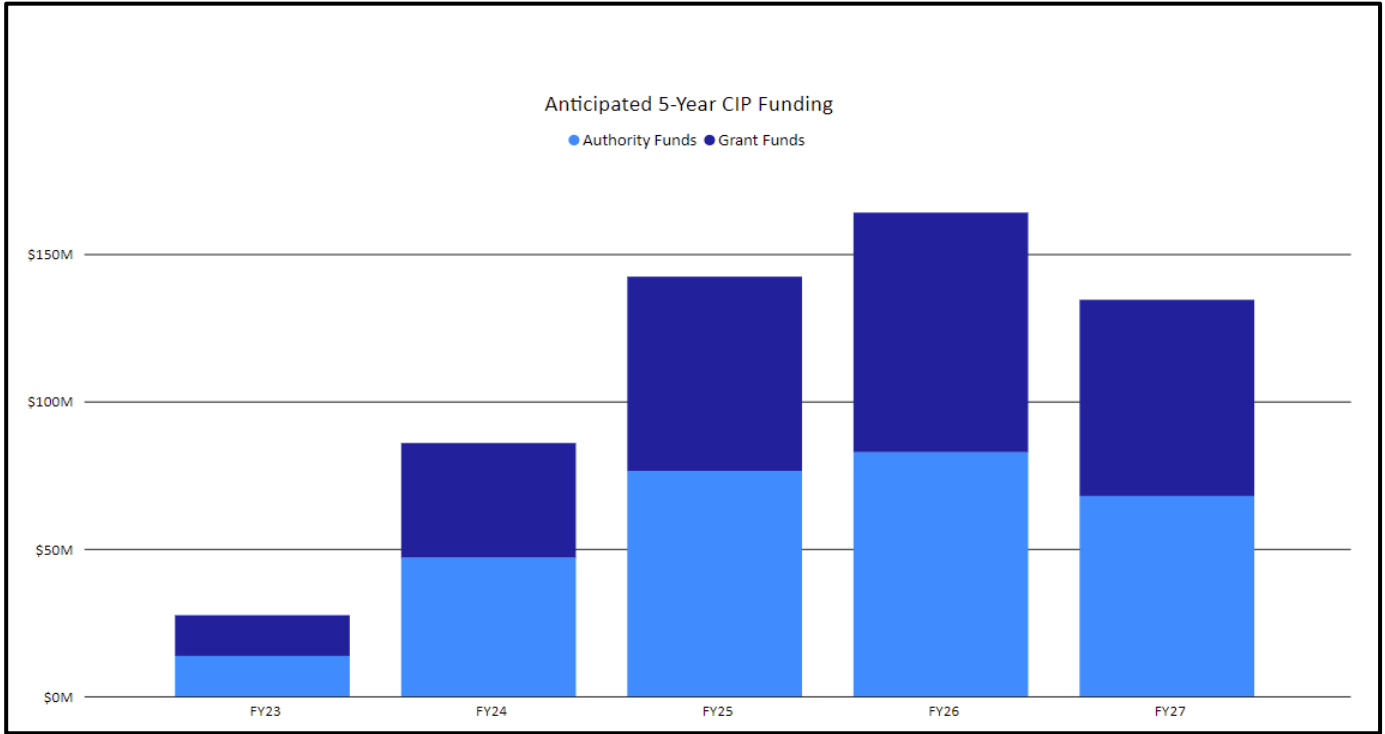
Regional Water Supply Authority

## **5-Year Capital Improvement Plan**

**Fiscal Period: 2023 – 2027**

*“Through cooperation and collaboration, the Authority and its Customers shall create, maintain, and expand a sustainable, interconnected, regional water supply system”*

# 5-Year Capital Improvement Plan Summary



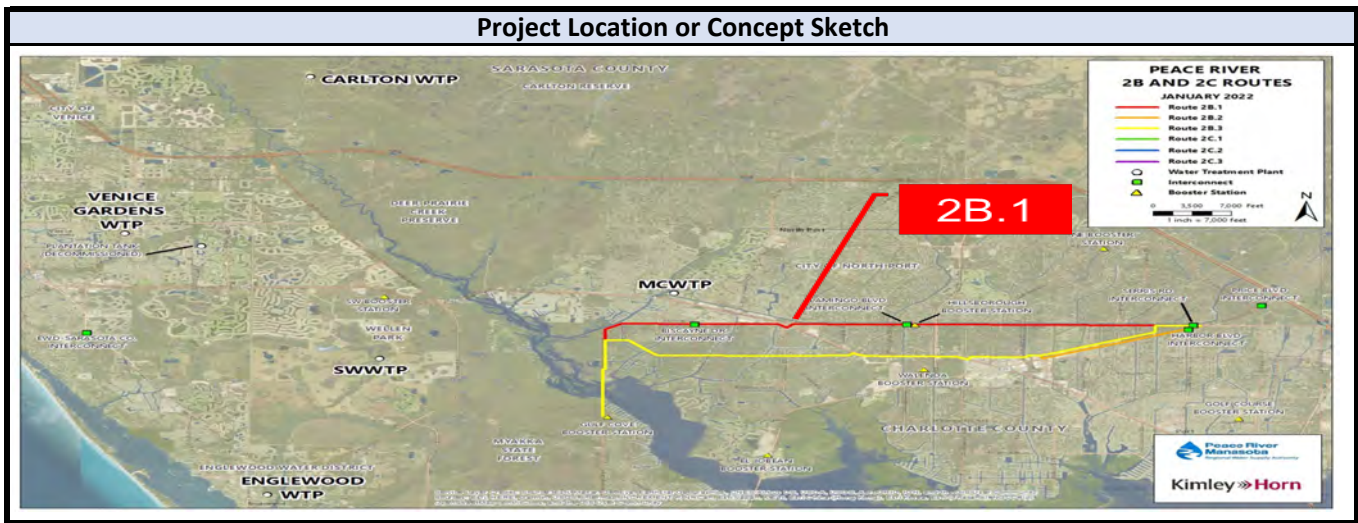


# Capital Improvement Plan/Capital Needs Assessment Project Description Sheet

## Regional Integrated Loop - Phase 2B

*Shorthand Identifier: T9*

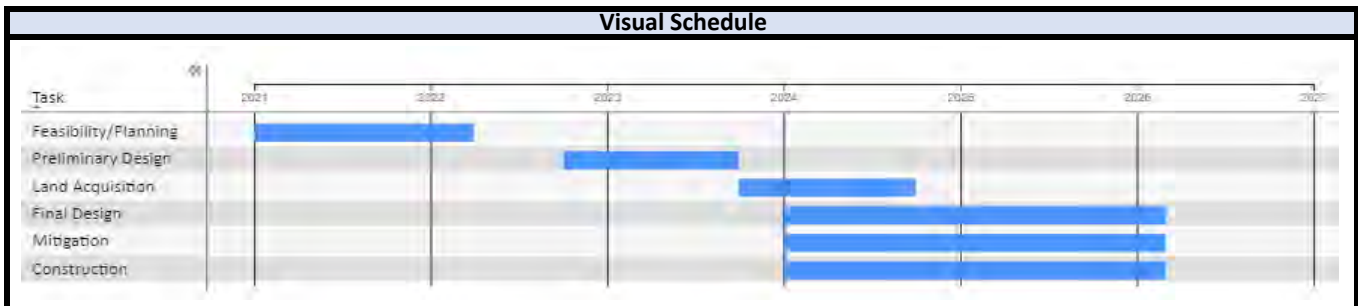
Project Type	Project Description
<input type="checkbox"/> Water Supply <input checked="" type="checkbox"/> Transmission <input type="checkbox"/> SystemWide Benefit <input type="checkbox"/> Other	<p>The project is comprised of 13 miles of 42" diameter pipeline running from the current terminus of the Phase 2A pipeline westward, crossing the Myakka River and terminating at the Charlotte County Gulf Cove Water Booster Pump Station. This segment of the regional integrated loop system will boost regional resiliency, bi-directional water transfer capability and lays the groundwork for the southern regional loop with future pipeline projects. This project may utilize an alternative delivery method project approach after preliminary design has been completed.</p>



### Project Schedule & Costs

Project Stage	Start Date	End Date	Estimated Cost	Sources of Funding		
				Authority Funds	SWFWMD Grant	State/Other
Feasibility/Planning	Jan-21	Mar-22	\$ 200,000	\$ 100,000	\$ 100,000	\$ -
Preliminary Design	Oct-22	Sep-23	\$ 3,000,000	\$ 1,500,000	\$ 1,500,000	\$ -
Land Acquisition	Oct-23	Sep-24	\$ 575,000	\$ 575,000	\$ -	\$ -
Final Design	Jan-24	Mar-26	\$ 9,905,208	\$ 4,952,604	\$ 4,952,604	\$ -
Mitigation	Jan-24	Mar-26	\$ 325,000	\$ 325,000	\$ -	\$ -
Construction	Jan-24	Mar-26	\$ 59,465,792	\$ 29,732,896	\$ 29,732,896	\$ -
<b>Total Costs</b>			<b>\$ 73,471,000</b>	<b>\$ 37,185,500</b>	<b>\$ 36,285,500</b>	<b>\$ -</b>

*Construction Costs include Consultant Engineers oversight*



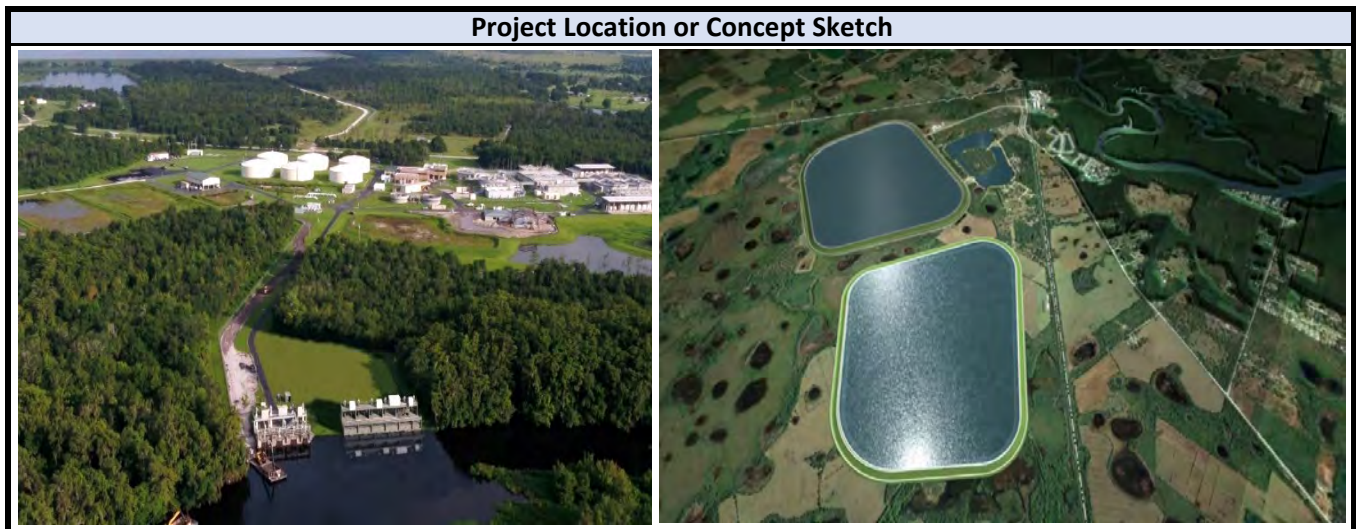


## Capital Improvement Plan/Capital Needs Assessment Project Description Sheet

### Reservoir 3

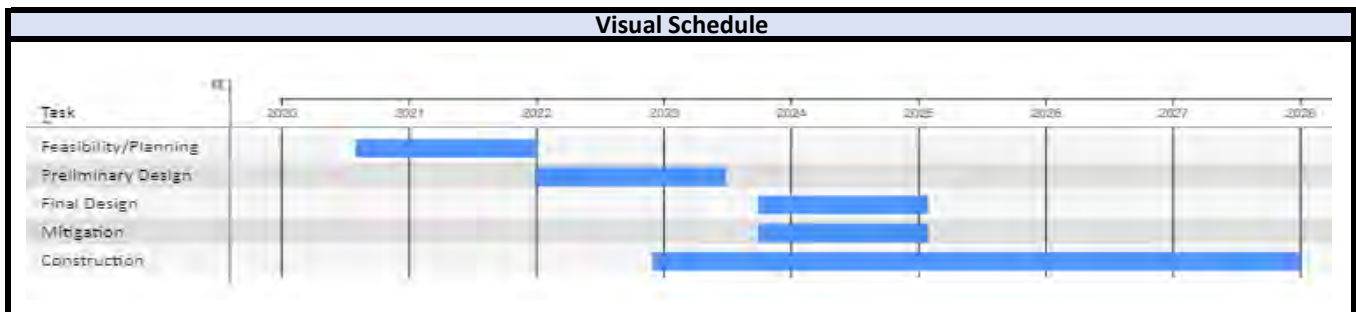
*Shorthand Identifier: S2a*

Project Type	Project Description
<input checked="" type="checkbox"/> Water Supply <input type="checkbox"/> Transmission <input type="checkbox"/> SystemWide Benefit <input type="checkbox"/> Other	Reliability Modeling reflects that 6 - 9 BG additional raw water storage combined with recently permitted 258 MGD of river diversion pumping, increased raw water conveyance capacity and treatment plant capacity expansion can provide an additional annual average day safe yield of 15 - 18 MGD out of this system. The new river pumping facility, raw water pipelines, footprint, and location of the new reservoir and the manner in which it will connect to the existing storage reservoirs is being considered in the preliminary engineering phase that is currently underway.



Project Schedule & Costs						
Project Stage	Start	End	Estimated Cost	Sources of Funding		
	Date	Date		Authority Funds	SWFWMD Grant	State/Other
Feasibility/Planning	Aug-20	Dec-21	\$ 1,500,000	\$ 875,000	\$ 625,000	\$ -
Preliminary Design	Jan-22	Jun-23	\$ 7,500,000	\$ 937,000	\$ 937,000	\$ 5,626,000
Land Acquisition			\$ -	\$ -	\$ -	\$ -
Final Design	Oct-23	Jan-25	\$ 11,000,000	\$ 5,500,000	\$ 5,500,000	\$ -
Mitigation	Oct-23	Jan-25	\$ 20,000,000	\$ 18,000,000	\$ -	\$ 2,000,000
Construction	Dec-22	Jan-28	\$ 304,400,000	\$ 152,200,000	\$ 152,200,000	\$ -
<b>Total Costs</b>			<b>\$ 344,400,000</b>	<b>\$ 177,512,000</b>	<b>\$ 159,262,000</b>	<b>\$ 7,626,000</b>

*Construction Costs include Consultant Engineers oversight*







## Capital Improvement Plan/Capital Needs Assessment Project Description Sheet

### Regional Integrated Loop - Phase 3C

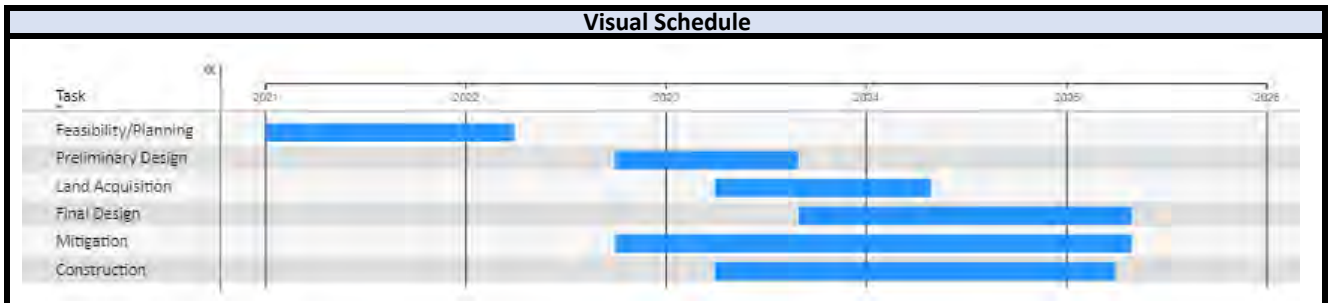
*Shorthand Identifier: T6*

Project Type	Project Description
<input type="checkbox"/> Water Supply <input checked="" type="checkbox"/> Transmission <input type="checkbox"/> SystemWide Benefit <input type="checkbox"/> Other	<p>The Phase 3C Regional Integrated Loop project will consist of approximately 8 miles of 42"-48" diameter water main installed between Clark Rd (SR72) northward to the vicinity of Fruitville Rd and Lorraine Rd in northern Sarasota County. This project includes storage and booster pumping facilities at the northern terminus of the pipeline. This project will extend the regional transmission main system northward towards Manatee County and serve the growing water needs in northeastern Sarasota County. This project is scheduled to be completed via Progressive Design Build delivery method.</p>

#### Project Location or Concept Sketch

Project Schedule & Costs						
Project Stage	Start	End	Estimated Cost	Sources of Funding		
	Date	Date		Authority Funds	SWFWMD Grant	State/Other
Feasibility/Planning	Jan-21	Mar-22	\$ 300,000	\$ 150,000	\$ 150,000	\$ -
Preliminary Design	Oct-22	Aug-23	\$ 1,000,000	\$ 500,000	\$ 500,000	\$ -
Land Acquisition	Apr-23	Apr-24	\$ 3,000,000	\$ 3,000,000	\$ -	\$ -
Final Design	Oct-22	Apr-25	\$ 9,385,000	\$ 4,692,500	\$ 4,692,500	\$ -
Mitigation	Mar-23	Sep-24	\$ 250,000	\$ 250,000	\$ -	\$ -
Construction	Apr-23	Mar-25	\$ 50,365,000	\$ 25,182,500	\$ 25,182,500	\$ -
<b>Total Costs</b>			<b>\$ 64,300,000</b>	<b>\$ 33,775,000</b>	<b>\$ 30,525,000</b>	<b>\$ -</b>

*Construction Costs include Consultant Engineers oversight*





## Capital Improvement Plan/Capital Needs Assessment Project Description Sheet

### Kings Highway Pipeline Replacement

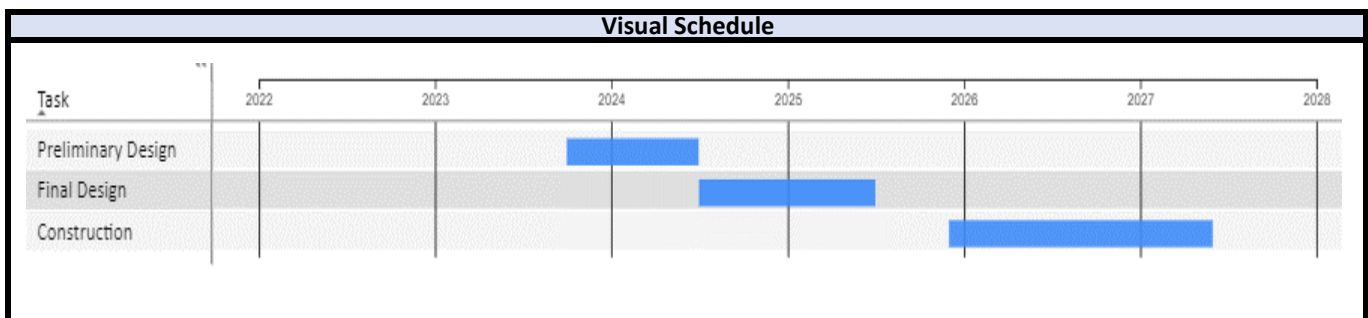
*Shorthand Identifier: T4*

Project Type	Project Description
<input type="checkbox"/> Water Supply <input checked="" type="checkbox"/> Transmission <input type="checkbox"/> SystemWide Benefit <input type="checkbox"/> Other	<p>The Kings Highway 24" Regional Transmission Main provides water to Charlotte and DeSoto Counties and was installed within the roadway right-of-way. The FDOT is planning to widen a portion of Kings Highway since it represents a significant arterial connector between Arcadia and Port Charlotte, is an area of growing commerce and land development and can serve as a major hurricane evacuation route. Approximately 2 miles of this pipeline will be replaced in an easement or the revised right-of-way.</p>

Project Location or Concept Sketch	

Project Schedule & Costs						
Project Stage	Start Date	End Date	Estimated Cost	Sources of Funding		
				Authority Funds	SWFWMD Grant	State/Other
Feasibility/Planning			\$ -	\$ -	\$ -	\$ -
Preliminary Design	Oct-23	Jun-24	\$ 155,000	\$ 155,000	\$ -	\$ -
Land Acquisition			\$ -	\$ -	\$ -	\$ -
Final Design	Jul-24	Jul-25	\$ 376,090	\$ 376,090	\$ -	\$ -
Mitigation			\$ -	\$ -	\$ -	\$ -
Construction	Dec-25	May-27	\$ 2,758,385	\$ 2,758,385	\$ -	\$ -
<b>Total Costs</b>			<b>\$ 3,289,475</b>	<b>\$ 3,289,475</b>	<b>\$ -</b>	<b>\$ -</b>

*Construction Costs include Consultant Engineers oversight*



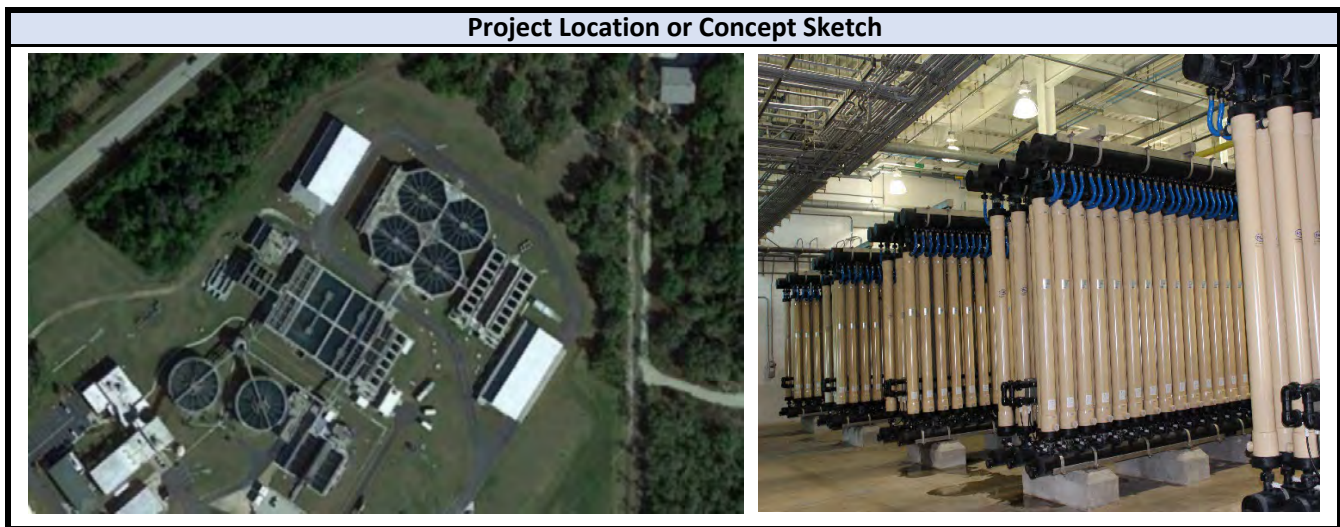


## Capital Improvement Plan/Capital Needs Assessment Project Description Sheet

### PRF Expansion

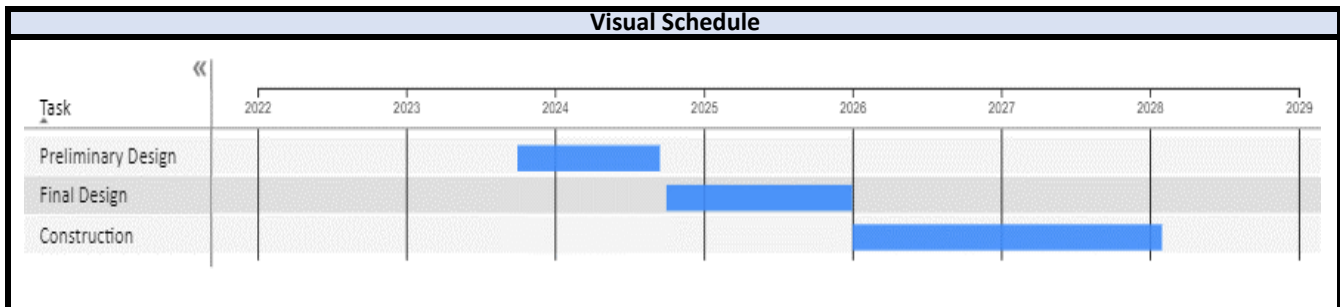
*Shorthand Identifier: S1*

Project Type	Project Description
<input checked="" type="checkbox"/> Water Supply <input type="checkbox"/> Transmission <input type="checkbox"/> SystemWide Benefit <input type="checkbox"/> Other	<p>The PRF Expansion reflects options to modify the Peace River Facility to increase the permitted capacity of existing treatment units at the facility or to construct new treatment units, which along with the new reservoir, will generate an additional 15 - 18 MGD AADF of annual safe yield. This work may include uprating all plants and adding additional coagulation and sedimentation capacity and constructing new filter basins on existing units or the construction of new enhanced coagulation units.</p>



Project Schedule & Costs							
Project Stage	Start	End	Estimated Cost	Sources of Funding			
	Date	Date		Authority Funds	SWFWMD Grant	State/Other	
Feasibility/Planning			\$ -	\$ -	\$ -	\$ -	-
Preliminary Design	Oct-23	Sep-24	\$ 3,575,000	\$ 1,787,500	\$ 1,787,500	\$ -	-
Land Acquisition			\$ -	\$ -	\$ -	\$ -	-
Final Design	Oct-24	Dec-25	\$ 5,350,000	\$ 2,675,000	\$ 2,675,000	\$ -	-
Mitigation			\$ -	\$ -	\$ -	\$ -	-
Construction	Jan-26	Jan-28	\$ 93,985,000	\$ 46,992,500	\$ 46,992,500	\$ -	-
<b>Total Costs</b>			\$ <b>102,910,000</b>	\$ <b>51,455,000</b>	\$ <b>51,455,000</b>	\$ -	-

*Construction Costs include Consultant Engineers oversight*



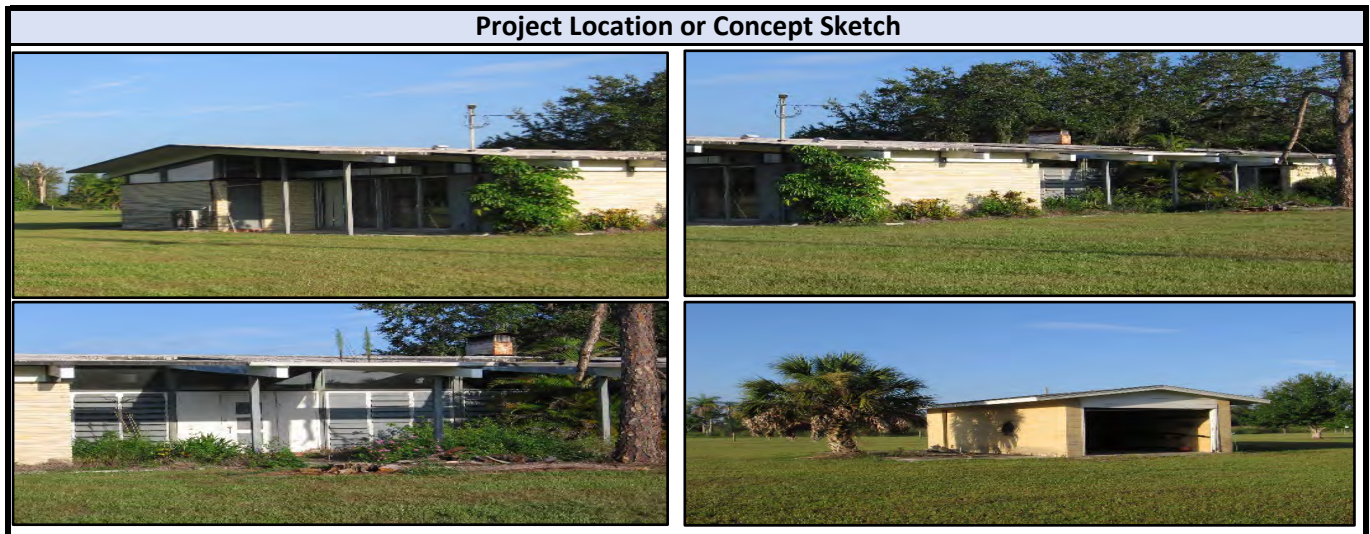


## Capital Improvement Plan/Capital Needs Assessment Project Description Sheet

### Water Resources/Construction Dept. Building

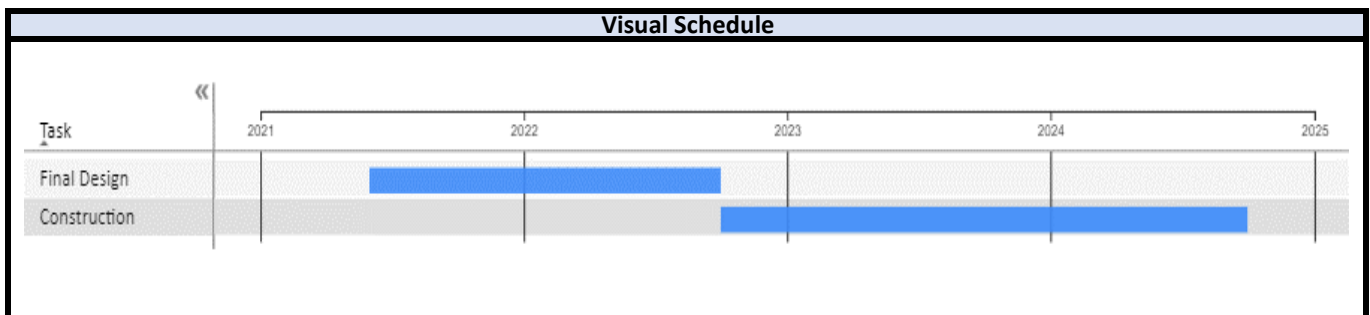
*Shorthand Identifier: B3*

Project Type	Project Description
<input type="checkbox"/> Water Supply <input type="checkbox"/> Transmission <input checked="" type="checkbox"/> SystemWide Benefit <input type="checkbox"/> Other	<p>The Water Resources/Construction departments have been housed in a converted ranch-style caretaker/hunting lodge built in the 1960's by a developer. The building, now 60 years old, needs major refurbishment. Considering extensive building code issues involved with updating this building, it is more prudent and cost effective to construct a new building instead. The new office building is planned to be approximately 5,550 ft<sup>2</sup> and located adjacent to the existing ranch house office.</p>



Project Schedule & Costs						
Project Stage	Start	End	Estimated Cost	Sources of Funding		
	Date	Date		Authority Funds	SWFWMD Grant	State/Other
Feasibility/Planning			\$ -	\$ -	\$ -	\$ -
Preliminary Design			\$ -	\$ -	\$ -	\$ -
Land Acquisition			\$ -	\$ -	\$ -	\$ -
Final Design	Jun-21	Oct-22	\$ 172,500	\$ 172,500	\$ -	\$ -
Mitigation			\$ -	\$ -	\$ -	\$ -
Construction	Oct-22	Sep-24	\$ 2,200,000	\$ 2,200,000	\$ -	\$ -
<b>Total Costs</b>			<b>\$ 2,372,500</b>	<b>\$ 2,372,500</b>	<b>\$ -</b>	<b>\$ -</b>

*Construction Costs include Consultant Engineers oversight*





# Capital Improvement Plan/Capital Needs Assessment Project Description Sheet

## Partially Treated Surface Water ASR

*Shorthand Identifier: A1*

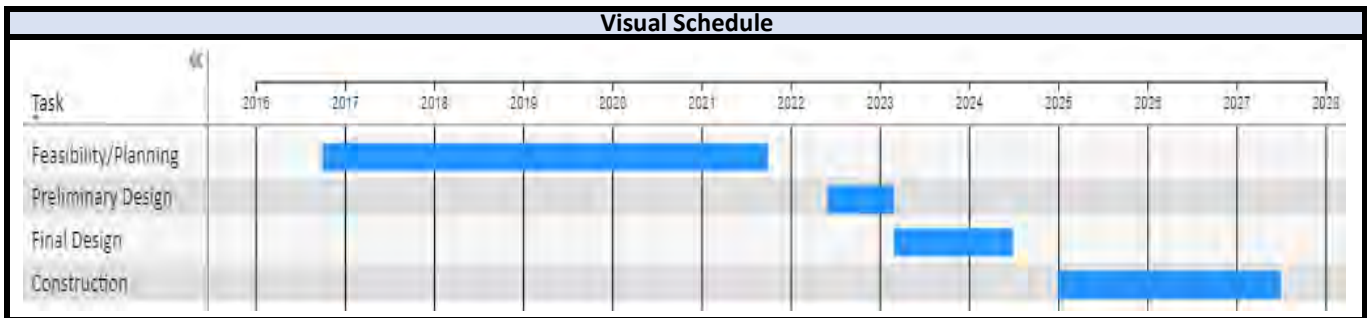
Project Type	Project Description
<input type="checkbox"/> Water Supply	The partially treated surface water ASR project consists of pilot testing, permitting, design and construction of facilities to partially treat raw water from the reservoirs and inject it below ground in the ASR system. The expected benefits of this program would be significant operational cost savings because the water injected below ground would no longer have to go through potable water treatment first. This would leverage our injection capability, improve recovered water quality and free up treatment capacity at the water treatment plant providing additional operational flexibility.
<input type="checkbox"/> Transmission	
<input checked="" type="checkbox"/> SystemWide Benefit	
<input type="checkbox"/> Other	

### Project Location or Concept Sketch

FIGURE 3  
WF2 Site Plan  
CH2M-HILL

Project Schedule & Costs						
Project Stage	Start Date	End Date	Estimated Cost	Sources of Funding		
				Authority Funds	SWFWMD Grant	State/Other
Feasibility/Planning	Oct-16	Sep-21	\$ 225,000	\$ 225,000	\$ -	\$ -
Preliminary Design	Jun-22	Feb-23	\$ 500,000	\$ -	\$ -	\$ 500,000
Land Acquisition			\$ -	\$ -	\$ -	\$ -
Final Design	Mar-23	Jun-24	\$ 1,800,000	\$ 650,000	\$ 650,000	\$ 500,000
Mitigation			\$ -	\$ -	\$ -	\$ -
Construction	Jan-25	Jun-27	\$ 16,000,000	\$ 8,000,000	\$ 8,000,000	\$ -
<b>Total Costs</b>			<b>\$ 18,525,000</b>	<b>\$ 8,875,000</b>	<b>\$ 8,650,000</b>	<b>\$ 1,000,000</b>

*Construction Costs include Consultant Engineers oversight*





# Peace River Manasota

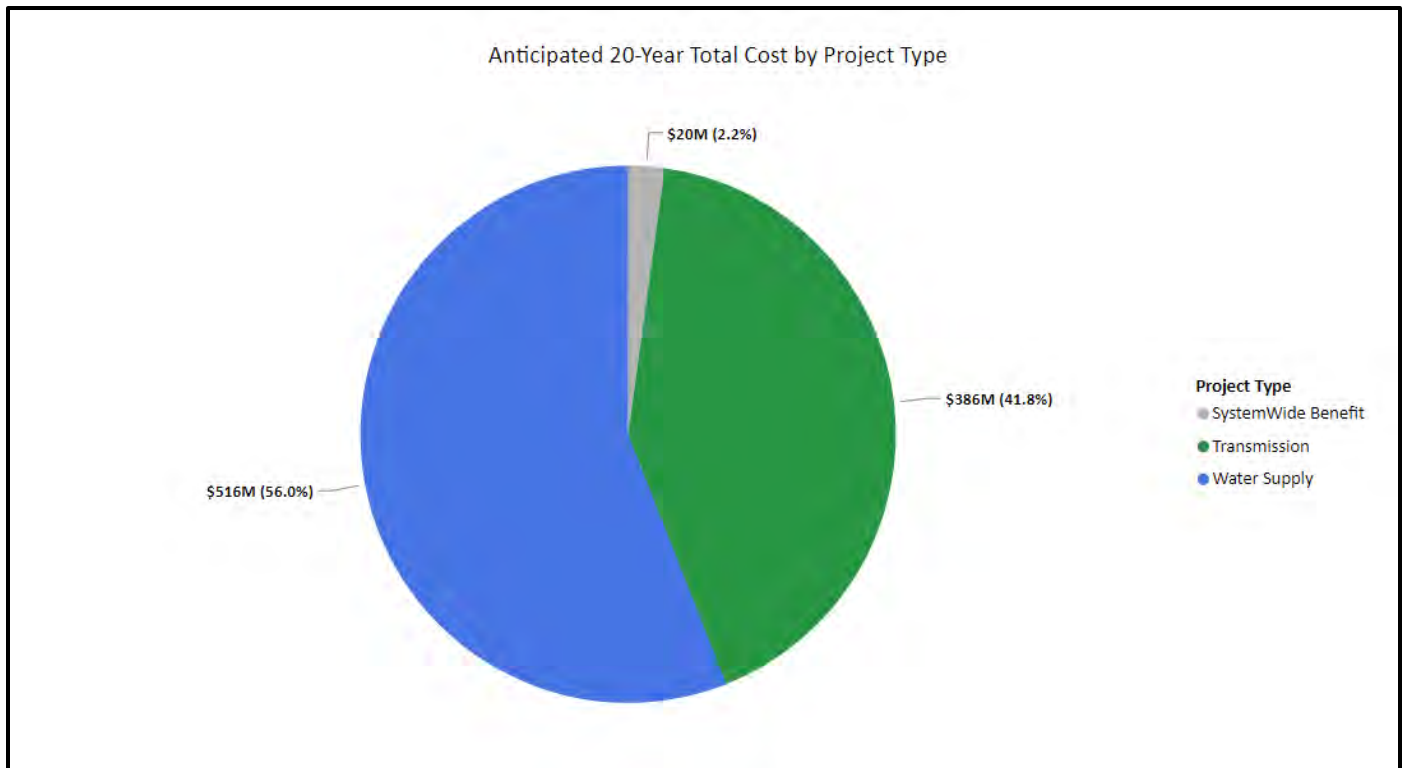
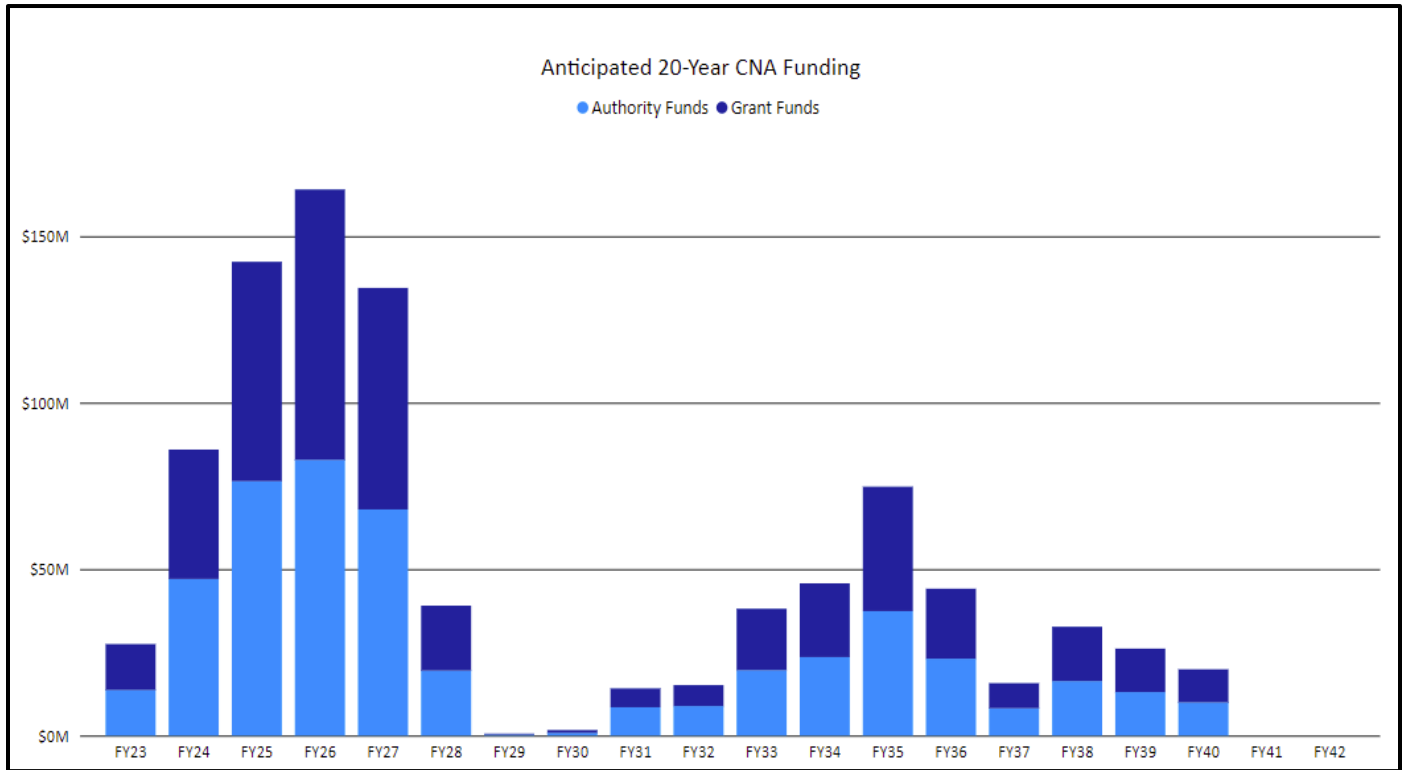
Regional Water Supply Authority

## **20-Year Capital Needs Assessment**

**Fiscal Period: 2023 – 2042**

*“Through cooperation and collaboration, the Authority and its Customers shall create, maintain, and expand a sustainable, interconnected, regional water supply system”*

## 20- Year Capital Needs Assessment Summary





# Capital Improvement Plan/Capital Needs Assessment Project Description Sheet

## Regional Integrated Loop - Phase 3C Extension

*Shorthand Identifier: T13*

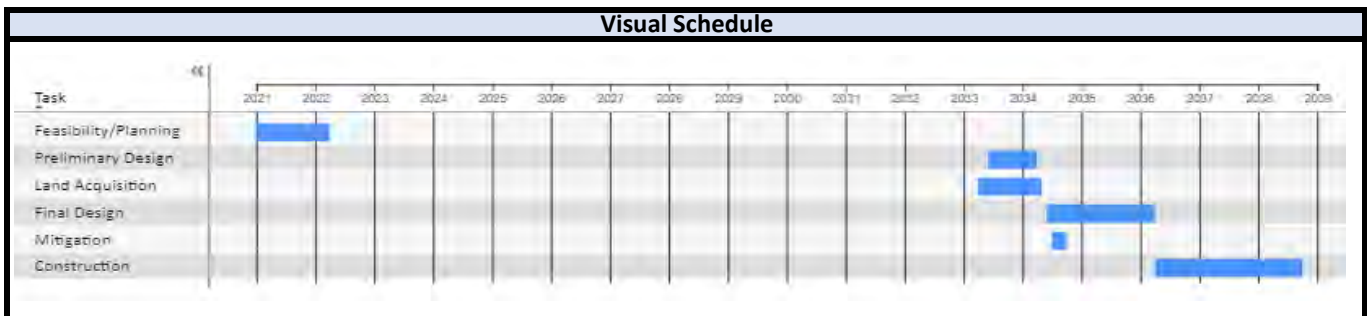
Project Type	Project Description
<input type="checkbox"/> Water Supply <input checked="" type="checkbox"/> Transmission <input type="checkbox"/> SystemWide Benefit <input type="checkbox"/> Other	<p>The Phase 3C Extension Regional Integrated Loop project will consist of approximately 10.8 miles of 36" or 42" diameter water main installed between Phase 3C in the vicinity of Fruitville Road (780) westward under I-75, south of Benderson/UTC Mall area and then northwest to an existing facility at Lockwood Ridge Rd &amp; University Pkwy. The pumping facility already includes chemical trim facilities and will have the capability of pumping to both the north and south. Some minor modifications to this facility located at the western terminal end of the regional loop pipeline are envisioned.</p>

### Project Location or Concept Sketch

### Project Schedule & Costs

Project Stage	Start Date	End Date	Estimated Cost	Sources of Funding		
				Authority Funds	SWFWMD Grant	State/Other
Feasibility/Planning	Jan-21	Mar-22	\$ 300,000	\$ 150,000	\$ 150,000	\$ -
Preliminary Design	Jun-33	Mar-34	\$ 793,350	\$ 396,675	\$ 396,675	\$ -
Land Acquisition	Apr-33	Apr-34	\$ 4,039,000	\$ 4,039,000	\$ -	\$ -
Final Design	Jun-34	Mar-36	\$ 5,026,610	\$ 2,513,305	\$ 2,513,305	\$ -
Mitigation	Jul-34	Sep-34	\$ 200,000	\$ 200,000	\$ -	\$ -
Construction	Apr-36	Sep-38	\$ 34,486,000	\$ 17,243,000	\$ 17,243,000	\$ -
<b>Total Costs</b>			<b>\$ 44,844,960</b>	<b>\$ 24,541,980</b>	<b>\$ 20,302,980</b>	<b>\$ -</b>

*Construction Costs include Consultant Engineers oversight*





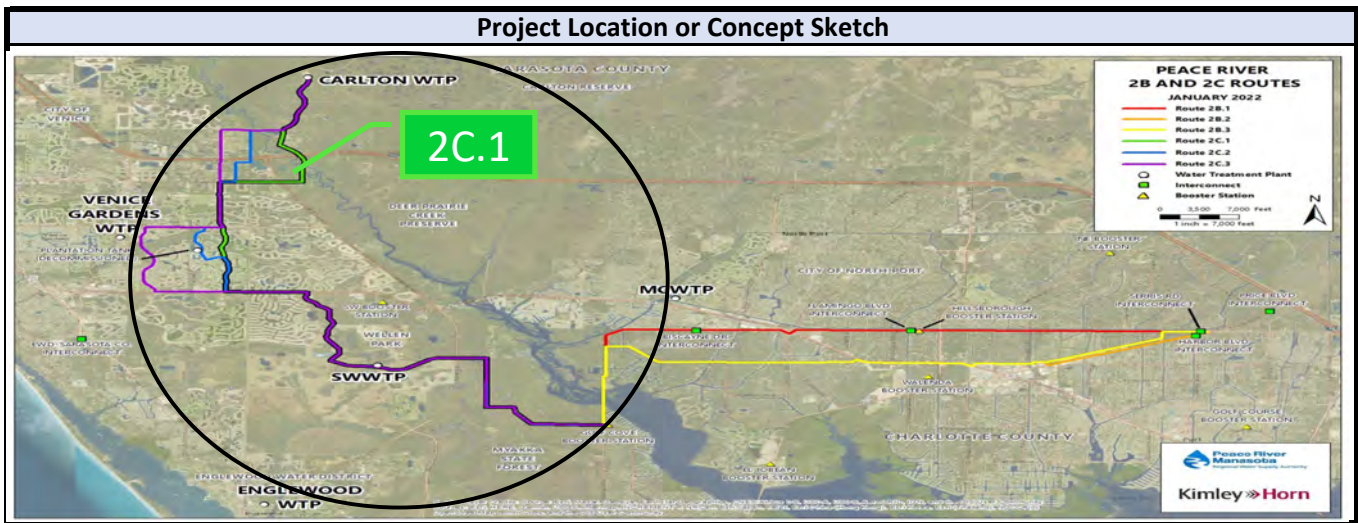


# Capital Improvement Plan/Capital Needs Assessment Project Description Sheet

## Regional Integrated Loop - Phase 2C

*Shorthand Identifier: T10*

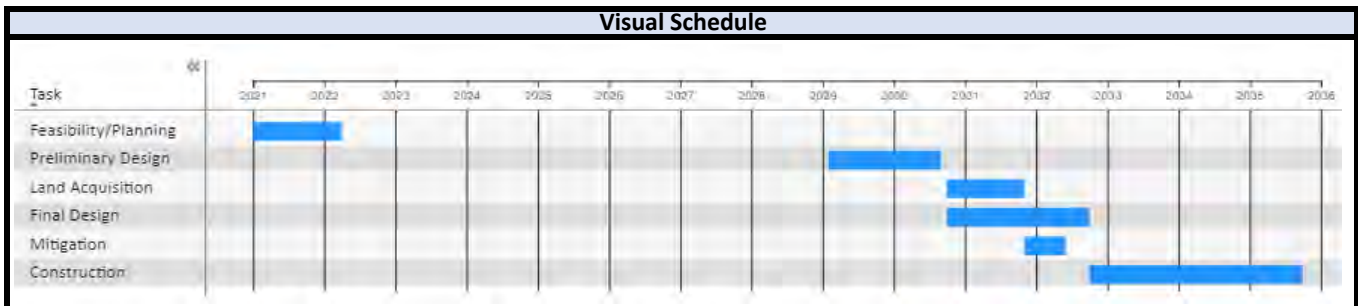
Project Type	Project Description
<input type="checkbox"/> Water Supply <input checked="" type="checkbox"/> Transmission <input type="checkbox"/> SystemWide Benefit <input type="checkbox"/> Other	<p>The Regional Integrated Loop Phase 2C Interconnect is comprised of about 19-miles of 36" - to 42" diameter pipeline beginning at the terminus of the Phase 2B Pipeline and extending generally west and north through Sarasota County and terminating at the Sarasota County Carlton Water Treatment Plant. The project includes a ground storage tank and booster pumping station and crossings of I-75 and the Myakka River in the northern end of the pipeline. The Phase 2C pipeline completes a plant-to-plant connection which will improve regional reliability, resiliency, provides bi-directional water transfer capability, completes the southern regional loop, and provides additional pipeline capacity for Manatee County in the future.</p>



### Project Schedule & Costs

Project Stage	Start Date	End Date	Estimated Cost	Sources of Funding		
				Authority Funds	SWFWMD Grant	State/Other
Feasibility/Planning	Jan-21	Mar-22	\$ 200,000	\$ 100,000	\$ 100,000	\$ -
Preliminary Design	Feb-29	Aug-30	\$ 1,500,000	\$ 750,000	\$ 750,000	\$ -
Land Acquisition	Sep-30	Oct-31	\$ 1,465,000	\$ 732,500	\$ 732,500	\$ -
Final Design	Oct-30	Sep-32	\$ 20,603,847	\$ 10,301,924	\$ 10,301,924	\$ -
Mitigation	Nov-31	May-32	\$ -	\$ -	\$ -	\$ -
Construction	Oct-32	Sep-35	\$ 98,645,303	\$ 49,322,652	\$ 49,322,652	\$ -
<b>Total Costs</b>			<b>\$ 122,414,150</b>	<b>\$ 61,207,075</b>	<b>\$ 61,207,075</b>	<b>\$ -</b>

*Construction Costs include Consultant Engineers oversight*





## Capital Improvement Plan/Capital Needs Assessment Project Description Sheet

### Replace 12" PVC Line

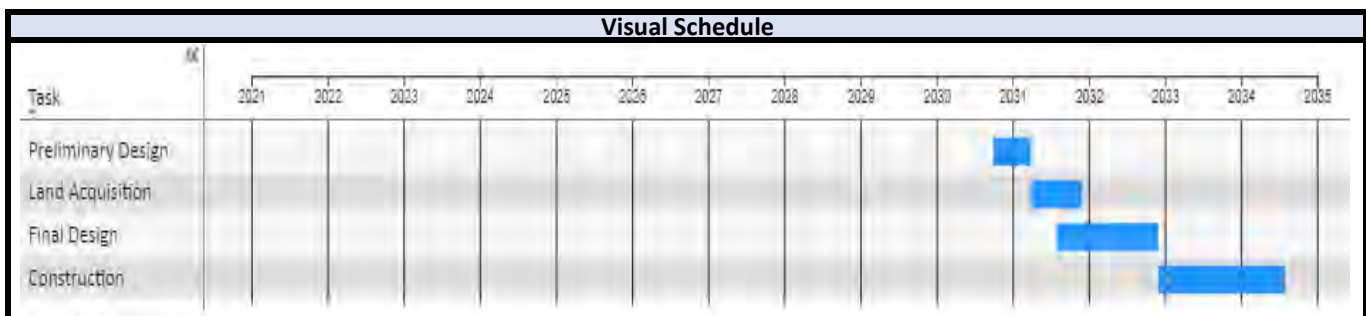
*Shorthand Identifier: T8*

Project Type	Project Description
<input type="checkbox"/> Water Supply <input checked="" type="checkbox"/> Transmission <input type="checkbox"/> SystemWide Benefit <input type="checkbox"/> Other	<p>This approximately 1.5 mile long pipeline interconnects the 24" Kings Highway Transmission Main, the 36" Southern Regional Transmission Main and the 42" Phase 2a Regional Loop Interconnect. It serves as a valuable intertie which can provide a backup water feed to Lake Suzy and Charlotte County in the event of a main break on the larger lines. The current pipeline was installed by GDU and it will be replaced with a larger diameter pipeline.</p>

Project Location or Concept Sketch	

Project Schedule & Costs						
Project Stage	Start Date	End Date	Estimated Cost	Sources of Funding		
				Authority Funds	SWFWMD Grant	State/Other
Feasibility/Planning			\$ -	\$ -	\$ -	\$ -
Preliminary Design	Oct-30	Mar-31	\$ 119,900	\$ 119,900	\$ -	\$ -
Land Acquisition	Apr-31	Nov-31	\$ 200,000	\$ 200,000	\$ -	\$ -
Final Design	Aug-31	Nov-32	\$ 353,301	\$ 353,301	\$ -	\$ -
Mitigation			\$ -	\$ -	\$ -	\$ -
Construction	Dec-32	Jul-34	\$ 2,079,023	\$ 2,079,023	\$ -	\$ -
<b>Total Costs</b>			<b>\$ 2,752,224</b>	<b>\$ 2,752,224</b>	<b>\$ -</b>	<b>\$ -</b>

*Construction Costs include Consultant Engineers oversight*



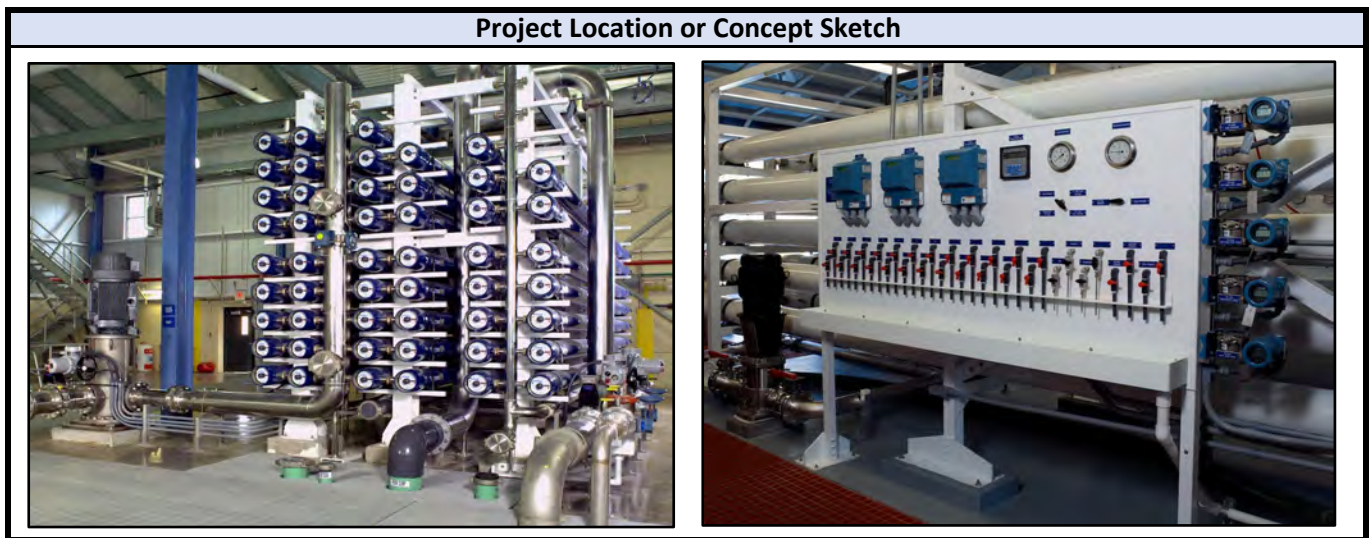


## Capital Improvement Plan/Capital Needs Assessment Project Description Sheet

### 5 MGD Brackish Water RO Facility

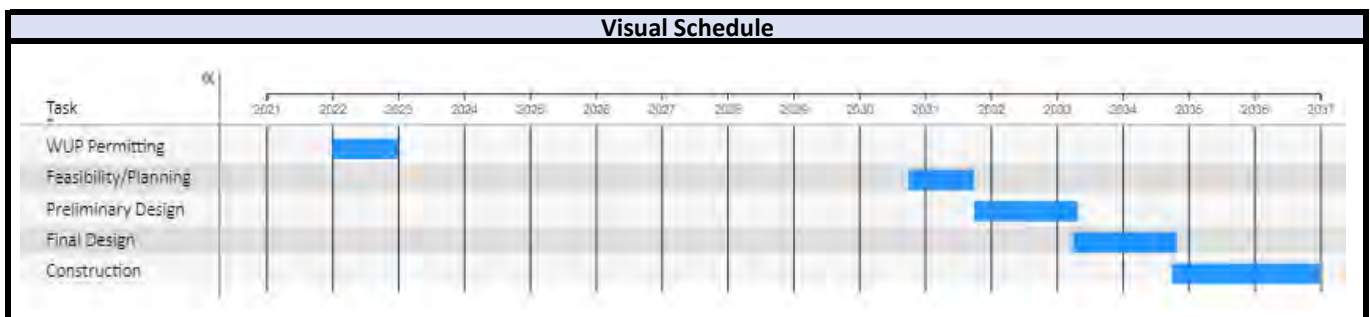
*Shorthand Identifier: S4*

Project Type	Project Description
<input checked="" type="checkbox"/> Water Supply <input type="checkbox"/> Transmission <input type="checkbox"/> Systemwide Benefit <input type="checkbox"/> Other	<p>This alternative water supply project would add 5 MGD AADD of safe yield to the regional system and also add a measure of drought resiliency to the regional water supply network. Brackish groundwater would be withdrawn from the Intermediate Aquifer and the Avon Park formation in the Floridan Aquifer. Reverse osmosis treatment membranes operating at an overall efficiency of 80% would be employed. Reject concentrate would be injected to a permeable zone well below the Avon Park zone. This project includes a combined clearwell for blending control.</p>



Project Schedule & Costs						
Project Stage	Start	End	Estimated Cost	Sources of Funding		
	Date	Date		Authority Funds	SWFWMD Grant	State/Other
Feasibility/Planning	Oct-30	Sep-31	\$ 500,000	\$ 500,000	\$ -	\$ -
Preliminary Design	Oct-31	Apr-33	\$ 1,530,360	\$ 765,180	\$ 765,180	\$ -
Land Acquisition			\$ -	\$ -	\$ -	\$ -
Final Design	Apr-33	Oct-34	\$ 2,875,198	\$ 1,437,599	\$ 1,437,599	\$ -
Mitigation			\$ -	\$ -	\$ -	\$ -
Construction	Oct-34	Dec-36	\$ 50,957,068	\$ 25,478,534	\$ 25,478,534	\$ -
<b>Total Costs</b>			<b>\$ 55,862,626</b>	<b>\$ 28,181,313</b>	<b>\$ 27,681,313</b>	<b>\$ -</b>

*Construction Costs include Consultant Engineers oversight*





## Capital Improvement Plan/Capital Needs Assessment Project Description Sheet

### Regional Integrated Loop - Phase 2D

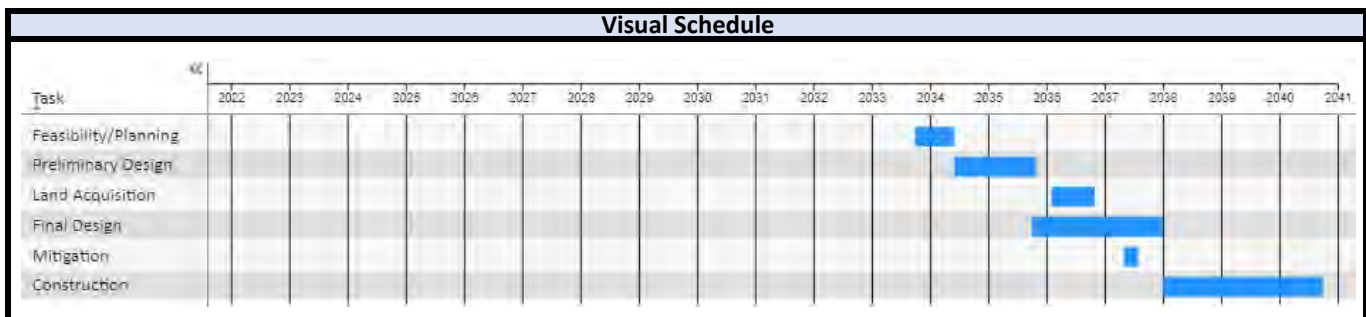
*Shorthand Identifier: T11*

Project Type	Project Description
<input type="checkbox"/> Water Supply <input checked="" type="checkbox"/> Transmission <input type="checkbox"/> SystemWide Benefit <input type="checkbox"/> Other	<p>This pipeline project is comprised of 12.5 miles of pipe tentatively sized as 24" diameter running from the Phase 2B regional loop pipeline near River Road and US 41 to the Englewood Water District. This segment completes a plant-to-plant connection that will boost local and regional resiliency and facilitate transfer of water in either direction. The project includes a pump station and storage elements as well as chemical trim facilities.</p>

#### Project Location or Concept Sketch

Project Schedule & Costs						
Project Stage	Start Date	End Date	Estimated Cost	Sources of Funding		
				Authority Funds	SWFWMD Grant	State/Other
Feasibility/Planning	Oct-33	May-34	\$ 300,000	\$ 300,000	\$ -	\$ -
Preliminary Design	Jun-34	Oct-35	\$ 1,046,400	\$ 523,200	\$ 523,200	\$ -
Land Acquisition	Feb-36	Oct-36	\$ 1,123,000	\$ 1,123,000	\$ -	\$ -
Final Design	Oct-35	Dec-37	\$ 2,112,059	\$ 1,056,030	\$ 1,056,030	\$ -
Mitigation	May-37	Jul-37	\$ 200,000	\$ 200,000	\$ -	\$ -
Construction	Jan-38	Sep-40	\$ 31,025,535	\$ 15,512,767	\$ 15,512,767	\$ -
<b>Total Costs</b>			<b>\$ 35,806,994</b>	<b>\$ 18,714,997</b>	<b>\$ 17,091,997</b>	<b>\$ -</b>

*Construction Costs include Consultant Engineers oversight*





## Capital Improvement Plan/Capital Needs Assessment Project Description Sheet

### Regional Integrated Loop - Phase 4

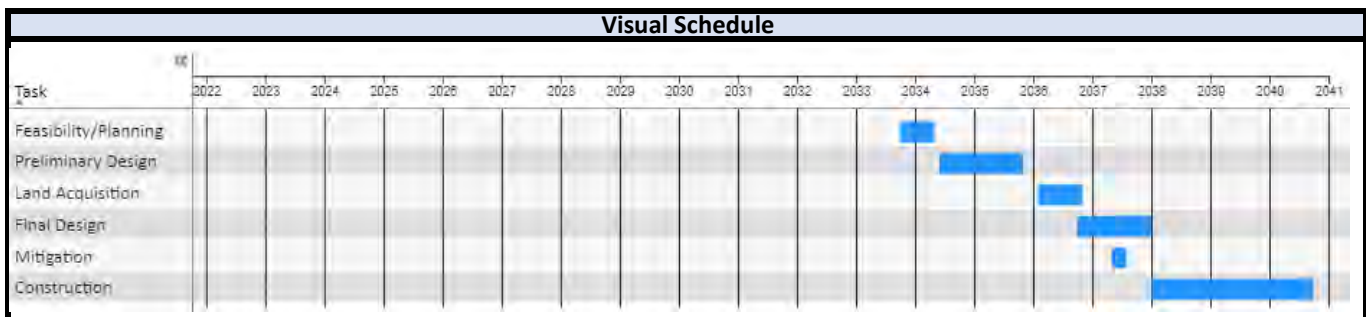
*Shorthand Identifier: T12*

Project Type	Project Description
<input type="checkbox"/> Water Supply <input checked="" type="checkbox"/> Transmission <input type="checkbox"/> SystemWide Benefit <input type="checkbox"/> Other	<p>The Phase 4 Regional Integrated Loop project comprises approximately 15 miles of 24" diameter water line commencing at the Burnt Store WTP and extending north to the Authority's Phase 1A transmission main on the south side of the Peace River in the town of Cleveland on the outskirts of Punta Gorda. This project also includes storage and pumping elements.</p>

Project Location or Concept Sketch	

Project Schedule & Costs						
Project Stage	Start Date	End Date	Estimated Cost	Sources of Funding		
				Authority Funds	SWFWMD Grant	State/Other
Feasibility/Planning	Oct-33	May-34	\$ 200,000	\$ 200,000	\$ -	\$ -
Preliminary Design	Jun-34	Oct-35	\$ 1,346,150	\$ 673,075	\$ 673,075	\$ -
Land Acquisition	Feb-36	Oct-36	\$ 1,195,000	\$ 1,195,000	\$ -	\$ -
Final Design	Oct-36	Dec-37	\$ 2,345,680	\$ 1,172,840	\$ 1,172,840	\$ -
Mitigation	May-37	Jul-37	\$ 200,000	\$ 200,000	\$ -	\$ -
Construction	Jan-38	Sep-40	\$ 34,587,156	\$ 17,293,578	\$ 17,293,578	\$ -
<b>Total Costs</b>			<b>\$ 39,873,986</b>	<b>\$ 20,734,493</b>	<b>\$ 19,139,493</b>	<b>\$ -</b>

*Construction Costs include Consultant Engineers oversight*

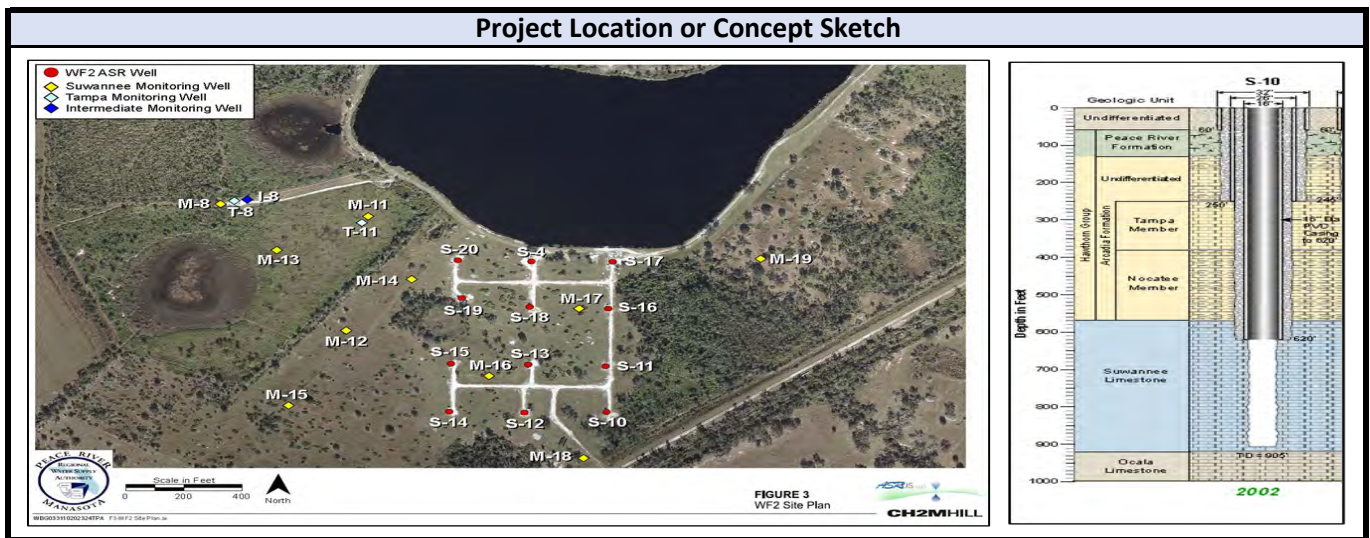




# Capital Improvement Plan/Capital Needs Assessment Project Description Sheet

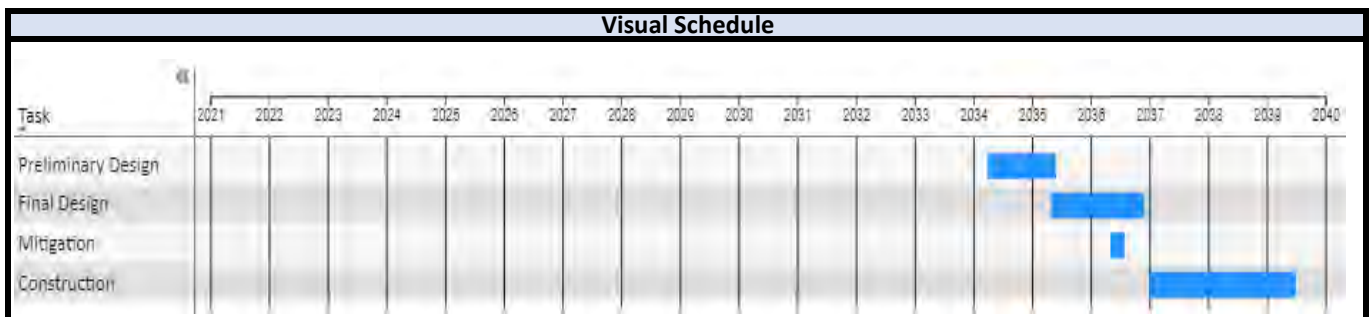
## ASR Wellfield Expansion Shorthand Identifier: A2

Project Type	Project Description
<input checked="" type="checkbox"/> Water Supply <input type="checkbox"/> Transmission <input type="checkbox"/> SystemWide Benefit <input type="checkbox"/> Other	Success for the Peace River Facility is based upon capitalizing on seasonal storage and can either be accomplished with raw water off-stream reservoirs, or currently, as potable water ASR wells. This project will bring another 12 ASR wells online.



Project Schedule & Costs						
Project Stage	Start Date	End Date	Estimated Cost	Sources of Funding		
				Authority Funds	SWFWMD Grant	State/Other
Feasibility/Planning			\$ -	\$ -	\$ -	\$ -
Preliminary Design	Apr-34	May-35	\$ 661,630	\$ 330,815	\$ 330,815	\$ -
Land Acquisition			\$ -	\$ -	\$ -	\$ -
Final Design	May-35	Nov-36	\$ 1,342,786	\$ 671,393	\$ 671,393	\$ -
Mitigation	May-36	Jul-36	\$ 100,000	\$ 100,000	\$ -	\$ -
Construction	Jan-37	Jun-39	\$ 25,810,434	\$ 12,905,217	\$ 12,905,217	\$ -
<b>Total Costs</b>			\$ <b>27,914,850</b>	\$ <b>14,007,425</b>	\$ <b>13,907,425</b>	\$ -

Construction Costs include Consultant Engineers oversight





## Capital Improvement Plan/Capital Needs Assessment Appendix A - Assumptions

Cost Sources and Assumptions				
Project Name	Cost Source	Engineering Services Total Cost %	Index Rate (ENR CCI)	
			FY22	FY23
Regional Integrated Loop - Phase 2B	Feasibility & Routing Study	15%	1.66%	0.00%
Regional Integrated Loop - Phase 2C	Feasibility & Routing Study	15%	1.66%	0.00%
Reservoir 3	Feasibility & Siting Study	12%	1.66%	0.00%
Regional Integrated Loop - Phase 3C	Feasibility & Routing Study	20%	1.66%	0.00%
Regional Integrated Loop - Phase 3C Extension	Feasibility & Routing Study	20%	1.66%	0.00%
Kings Highway Pipeline Replacement	Integrated Regional Water Supply Plan 2020	16%	1.66%	9.00%
PRF Expansion	Capacity Evaluation Report May 2022	15%	1.66%	0.00%
Water Resources/Construction Dept. Building	Preliminary Design Report	10%	1.66%	0.00%
Partially Treated Surface Water ASR	Disinfection Study for the Partially Treated Surface Water ASR	18%	1.66%	0.00%
Replace 12" PVC Line	Integrated Regional Water Supply Plan 2020	22%	1.66%	9.00%
5 MGD Brackish Water RO Facility	Integrated Regional Water Supply Plan 2020	14%	1.66%	9.00%
Regional Integrated Loop - Phase 2D	Integrated Regional Water Supply Plan 2020	15%	1.66%	9.00%
Regional Integrated Loop - Phase 4	Integrated Regional Water Supply Plan 2020	15%	1.66%	9.00%
ASR Wellfield Expansion	Integrated Regional Water Supply Plan 2020	16%	1.66%	9.00%

**Other Assumptions:**

- \* All costs except for land acquisition and mitigation are indexed annually from the time of the last engineering report and/or study.
- \* Grant funding from the Southwest Florida Water Management District is assumed at a 50% rate less land and mitigation costs
- \* Fees associated with individual project stages are estimated utilizing project managers' best estimate at the time of project development
- \* Index Rate is calculated using the Engineering News-Record Construction Cost Index from August of the prior year to August of the current year

Engineering News-Record Construction Cost Index History (ENR CCI)												
Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
2021	11627	11698	11749	11849	11989	12112	12237	12463	12464	12464	12467	12481
2020	11392	11396	11397	11412	11418	11436	11439	11455	11499	11539	11579	11626
2019	11206	11213	11228	11228	11230	11268	11293	11311	11311	11326	11381	11381
2018	10878	10889	10959	10971	11013	11069	11116	11124	11170	11183	11184	11186
2017	10542	10559	10667	10678	10692	10703	10789	10826	10823	10817	10870	10873
2016	10132	10181	10242	10279	10315	10337	10379	10385	10403	10434	10442	10530
2015	9972	9962	9972	9992	9975	10039	10037	10039	10065	10128	10092	10152
2014	9664	9681	9702	9750	9796	9800	9835	9846	9870	9886	9912	9936
2013	9437	9453	9456	9484	9516	9542	9552	9545	9552	9689	9666	9668
2012	9176	9198	9268	9273	9290	9291	9324	9351	9341	9376	9398	9412
2011	8938	8998	9011	9027	9035	9053	9080	9088	9116	9147	9173	9172
2010	8660	8672	8671	8677	8761	8805	8844	8837	8836	8921	8951	8952
2009	8549	8533	8534	8528	8574	8578	8566	8564	8586	8596	8592	8641
2008	8090	8094	8109	8112	8141	8185	8293	8362	8557	8623	8602	8551
2007	7880	7880	7856	7865	7942	7939	7959	8007	8050	8045	8092	8089
2006	7660	7689	7692	7695	7691	7700	7721	7722	7763	7883	7911	7888
2005	7297	7298	7309	7355	7398	7415	7422	7479	7540	7563	7630	7647
2004	6825	6862	6957	7017	7065	7109	7126	7188	7298	7314	7312	7308
2003	6581	6640	6627	6635	6642	6694	6695	6733	6741	6771	6794	6782
2002	6462	6462	6502	6480	6512	6532	6605	6592	6589	6579	6578	6563
2001	6281	6272	6279	6286	6288	6318	6404	6389	6391	6397	6410	6390
2000	6130	6160	6202	6201	6233	6238	6225	6233	6224	6259	6266	6283

**PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY**  
**BOARD OF DIRECTORS MEETING**  
*June 1, 2022*

**REGULAR AGENDA**  
**ITEM 4**

**Water Treatment Capacity Expansion Alternatives**

---

**Presenters -**

Richard Anderson, Director of Operations  
Chris Kuzler - Ardurra, Inc.

**Recommended Action -**

**Status Update** This item is presented for the Board's information and no action is required.

The Authority's Integrated Regional Water Supply Plan 2020 and Customer demand projections have identified a need for additional regional water supply in the 2028 timeframe. To meet this need, the Authority's CIP/CNA Plans includes a capacity expansion project at the Peace River Facility, that when combined with a new 9 BG reservoir will yield up to 18 MGD of average daily supply that can be allocated to Authority Customers to meet growing needs. The plant expansion project and the new reservoir project must be completed and operational at the same time.

To support an increase in treatment capacity at the Peace River Facility, Authority consultant Ardurra, Inc. has evaluated treatment capacity expansion options and costs at the Peace River Facility. Initially ten (10) expansion options were evaluated, and results were provided to the Board on February 2, 2022. Subsequently, the top five (5) expansion projects were further evaluated, and the results of that analysis will be presented here for review and discussion. Treatment capacity expansion options that were evaluated ranged from approximately 4 MGD to 24+MGD to create a "menu" of choices with which to meet customer needs.

The Authority's Consultant, Ardurra, Inc. will provide an update to the Board on the status of the Project and will include a discussion of the five highest ranked expansion options and conceptual level cost estimates.

**Budget Action:** No Action Needed

**Attachments:**

Presentation Materials






  **PEACE RIVER  
MANASOTA**  
REGIONAL WATER SUPPLY AUTHORITY


**Peace River Facility  
Capacity Optimization Study**  
Board Presentation – June 1, 2022

 **ARDURRA**  
COLLABORATE. INNOVATE. CREATE.

1

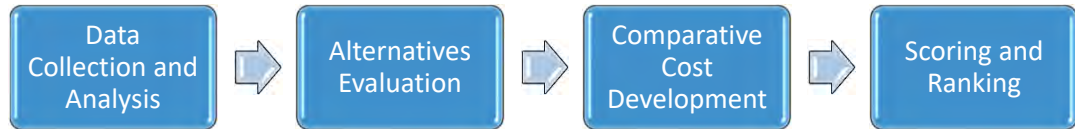


**Goal: Determine, evaluate and rank alternatives for increasing the capacity of the existing plant**

 **ARDURRA**

2

# Approach



3



4

## Alternative Evaluation Criteria

	Evaluation Criteria	Weight
Cost	Comparative Cost	25%
	<b>Non-Cost</b>	
	Operational Flexibility	25%
	Additional Capacity Gained	20%
	Impacts on Water Quality	10%
	Regulatory Impacts and/or Benefits	10%
	Maintenance Requirements	5%
	Ease of Implementation/Constructability	3%
	Site Impacts & Expandability	2%
	<b>Total</b>	<b>100%</b>



5

## Ranking

Rank	Alternative	Description	Score	Additional Capacity
<b>Top Three</b>				
1	10	New treatment train w/plate settlers and membrane filters	83.2	24+ MGD
2	9	New treatment train w/plate settlers and dual-media filters	76.0	24+ MGD
3	4A	Add plate settlers and membrane filtration to Plant 2	69.2	16+ MGD
<b>Others</b>				
4	1*	Add 3 <sup>rd</sup> upflow clarifier to Plant 1	62.4	4.6 MGD
7	8	New Treatment Train Identical to Plants 3 and 4	59.8	24/28 MGD

\* Stand Alone Project



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## 1<sup>st</sup> Ranked Alternative

### New treatment train w/plate settlers and membrane filters (24+ MGD)

- Benefits:
  - Can be constructed in phases with the need for additional capacity
  - Can be designed with a high turn-down ratio
  - Smaller footprint than Plants 3 and 4
  - Membrane filtration addresses potential future regulatory requirements
  - “Green field” construction minimizes impacts to existing operations



- Estimated Cost: \$102,908,000



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## 2<sup>nd</sup> Ranked Alternative

### New treatment train w/plate settlers and dual-media filters (24+ MGD)

- Benefits:
  - Same benefits as 1<sup>st</sup> ranked alternative except for addressing regulatory changes with membrane filtration
  - Dual-media filters same technology as existing filters
- Drawbacks:
  - Does not address potential regulatory changes
  - Filtration system larger and requires more concrete



- Estimated Cost: \$109,538,000



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## 3<sup>rd</sup> Ranked Alternative

### Add plate settlers and membrane filtration to Plant 2 (16+ MGD)

- Benefits:
  - Can be constructed in phases with the need for additional capacity
  - Membrane filtration addresses potential future regulatory requirements
- Drawbacks:
  - Large amount of capacity tied to one plant
  - Limited turndown capacity
  - Impacts to existing process during construction



- Estimated Cost: \$85,790,000



9

## Others: 4<sup>th</sup> Ranked Alternative

### Add 3<sup>rd</sup> upflow clarifier to Plant 1 (4.6 MGD)

- Benefits:
  - Stand alone Project, can be constructed by itself or in combination with another alternative
  - Cost effective option
- Drawbacks:
  - Limited by filtration capacity
  - Limited turndown capacity
  - Impacts to existing process during construction
  - Does not address long-term needs by itself



- Estimated Cost: \$16,976,000



10

## Others: 7<sup>th</sup> Ranked Alternative

### New Treatment Train Identical to Plants 3 and 4 (24/28 MGD)

- Benefits:
  - Operational familiarity with process
  - “Green field” construction minimizes impacts to existing operations
- Drawbacks:
  - Does not address potential regulatory changes
  - Limited turndown ratio
  - Larger tankage requires more concrete
  - Most expensive option



- Estimated Cost: \$126,421,000



11

## Next Steps

1. Select alternative(s) to meet customer needs
2. Perform pilot testing of selected alternative(s)
3. Select delivery method for timely completion
4. Preliminary design and Request for Qualifications



12



# Questions



**PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY**  
**BOARD OF DIRECTORS MEETING**  
*June 1, 2022*

**REGULAR AGENDA**  
**ITEM 5**

**Owner’s Agent Selection and Professional Services Contract**

---

**Presenter -** Mike Knowles, Engineering & Projects Sr. Manager

**Recommended Action -** **Motion** to approve Professional Services Evaluation Committees recommended ranking and authorize the Executive Director to execute the contract for Professional Services with the top-ranked firm, Brown and Caldwell to perform Owner’s Agent Services.

The Peace River Manasota Regional Water Supply Authority requested proposals from firms for the purpose of providing Owner’s Agent services. Services to be provided by Agent to the Authority will generally include: program/project management, technical design reviews, procurement assistance, and construction engineering & inspection (CEI).

The Owner’s Agent will provide professional services needed for various aspects of work to complete Capital Improvement Plan (CIP) and other projects. The Authority would issue separate work orders for professional services to be provided by Agent, with each work order individually negotiated between the Authority and Agent. Specific examples may include procurement & bidding assistance, authoring design criteria packages, quality control reviews on contract documents and/or designs, value engineering, construction engineering & inspection, hydraulic modeling, public engagement, project management, and land acquisition assistance.

Proposals were requested from consultants for the purpose of providing Owner’s Agent Services on March 22, 2022, and five (5) Proposals were timely received by the April 22, 2022, submittal deadline. The Proposals were evaluated by the Authority’s Professional Services Evaluation Committee (PSEC) on May 6, 2022, and in accordance with the Authority Procurement Policy, the PSEC short listed and interviewed the top three (3) firms. The PSEC ranking is shown below. Staff recommends Board approval of the PSEC ranking and authorization for the Executive Director to execute the contract for ‘Professional Services’ to be the Authority’s Owner’s Agent with the top ranked firm; Brown & Caldwell.

<b>Rank</b>	<b>Firm</b>	<b>Location</b>
1	Brown & Caldwell	Sarasota
2	Freese & Nichols	Tampa
3	Black & Veatch	Tampa

**Budget Action:** No action needed.

**Attachments:**

- Tab A – Presentation Materials
- Tab B – RFP Information Package (*includes contract*)
- Tab C – Submitted Proposals
- Tab D – Notice of Intended Decision



**TAB A**  
**Presentation Materials**



# Owner's Agent Selection and Professional Services Contract

Motion to Board



June 1, 2022

# Owner's Agent

## 01 Recap

## 02 Selection Progress

## 03 Recommendation

## 04 Motion

### \$500M+ 5-Year **CIP** Projects

System-Wide Benefit Projects  
Water Resources Building  
Partially Treated SW ASR

<u>Water Supply Projects</u>	<u>Transmission Sys. Projects</u>
PRF Expansion	Phase 3C, Phase 2B
PR3 (9 Billion Gallons)	Phase 3C Ext, Kings Hwy

Authority



Owner's Agent





- 01 Recap
- 02 Selection Progress**
- 03 Recommendation
- 04 Motion

Request for  
Proposals  
Advertised  
March 22<sup>nd</sup>



Proposals  
Received  
(Electronic)  
April 22<sup>nd</sup>



Proposals  
Shortlisted  
May 6<sup>th</sup>



Shortlist  
Interviews  
May 16<sup>th</sup>



Motion to Board  
June 1<sup>st</sup>

43 Firms  
Downloaded

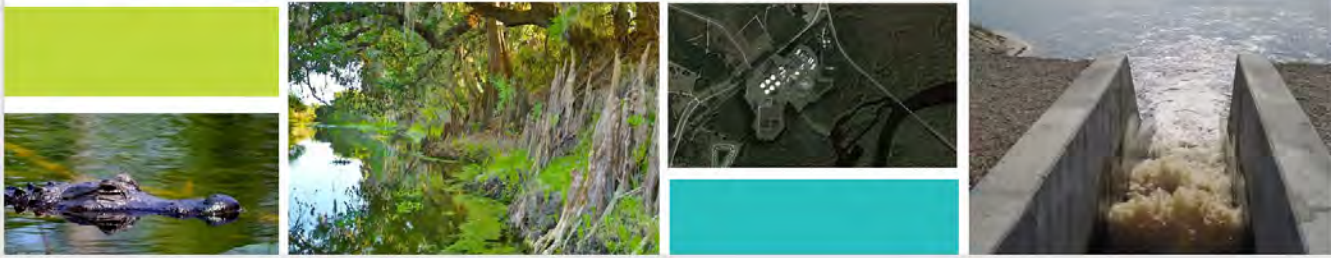


# Owner's Agent Services

## Peace River Manasota Regional Water Supply Authority

May 16, 2022

A committed and trusted partner delivering insightful solutions



- 01 Recap
- 02 Selection Progress
- 03 Recommendation**
- 04 Motion

June 1, 2022

PSEC Recommendation to Board

### Project Delivery

#### RISK LOOK-AHEAD

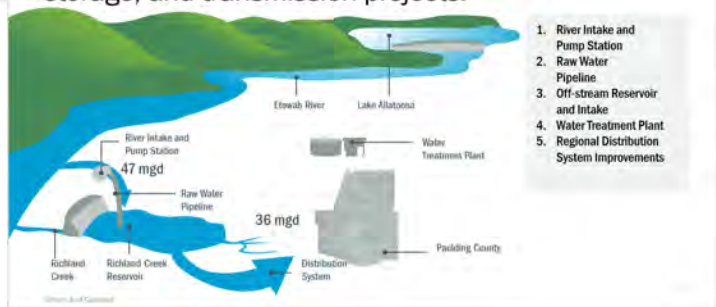
- 1 Program-Wide PRIORITIES
- 2 Project-Specific RISKS
- 3 Market Focused VALIDATION
- 4 Program/Project NEXT STEPS
- 5 Project DELIVERY
- 6 Predictable and Successful OUTCOMES

Eliminate and Favor Options >> Recommended Preferred Options >> Final Documented Options

### Capital Program Master Schedule



Best value delivery method for water supply, storage, and transmission projects.



# Mike Condran, PE

## Program Manager

Mike brings the Authority deep personal familiarity with its operations, facilities, procedures, and practices. Recognizing the capital Program significance, Mike will work with the Authority full time to guide and direct all OA services. His proven attention to detail and successful service with the Authority since 2005 uniquely qualifies him to support its mission to deliver these critical capital projects over the next 8-10 years.



*“To support the Authority's critical capital infrastructure investment through 2030 and ensure success in all areas of measurement.”*

*– Mike Condran, Program Manager, Brown and Caldwell*



01 Recap

02 Selection Progress

**03 Recommendation**

04 Motion

# Todd Bosso, PE

## Backup Program Manager

Todd brings critical experience as the former City Engineer for the City of Largo to offer the Authority an Owner's perspective to project delivery. More recently, Todd has managed several large and complex CMAR programs. Todd will be assigned full time as needed to support Mike for this Program.





Questions?

## 04 Motion

### **Motion:**

To approve Professional Services Evaluation Committee recommendation and authorize the Executive Director to execute the contract for Professional Services to perform Owner's Agent Services.



**TAB B**  
**RFP Information Package (*includes contract*)**

# **PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY**

## **REQUEST FOR PROPOSAL INFORMATION PACKAGE for OWNER'S AGENT SERVICES**

The Peace River Manasota Regional Water Supply Authority (“Authority”) is requesting proposals from firms for the purpose of providing Owner’s Agent services (“Agent”). Services to be provided by Agent to the Authority will generally consist of (but not limited to): program/project management, technical design reviews, procurement assistance, and construction, engineering & inspection (CEI).

### 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.

The Authority’s 5-Year capital improvement plan includes several transmission main projects, the Peace River Regional Reservoir No. 3 (PR3) Project, and the Peace River Water Treatment Facility expansion among other projects. Additional information regarding the Authority’s 5-year Capital Improvement Plan (CIP) and 20-year Capital Needs Assessment is available online at [www.regionalwater.org/business](http://www.regionalwater.org/business). The Authority also maintains a list of projects (Non-CIP) required to preserve the functionality of the Authority’s infrastructure known as Renewal & Replacement (R&R) projects.

### SCOPE OF SERVICES

Agent will act as the “Owner’s Agent” representing the Authority and will provide professional services needed for various aspects of work to complete Capital Improvement Plan (CIP) projects or Renewal & Replacement (R&R) projects needed to preserve the functionality of the Authority’s infrastructure as directed by Authority staff. Responsibilities may include but are not limited to

providing support as a Design Criteria Professional, Project Manager, Construction Manager, or Construction Engineering Inspection.

The Authority may issue separate work orders for professional services to be provided by Agent. Each work order will be individually negotiated between the Authority and Agent and will include a specific scope of work. Work order may address various aspects of work to complete Capital Improvement Plan (CIP) projects or Renewal & Replacement (R&R) projects needed to preserve the functionality of the Authority's infrastructure. The Authority maintains and continuously updates its list of CIP and R&R projects.

Example work order services for CIP or R&R projects may include but are not limited to procurement & bidding assistance, authoring design criteria packages, quality control reviews on contract documents and/or designs, value engineering, construction engineering & inspection (including document management), drafting (i.e., AutoCAD, GIS), hydraulic modeling (conveyance, water quality, and/or surge analysis), public engagement, project management, land acquisition assistance, workforce development/succession planning and/or administrative assistance as directed by the Authority.

Work order services and compensation will be negotiated as needed by the Authority to fit the nature of the work order.

**The Agent will not be allowed to enter into any contractual agreements or make any decisions on behalf of the Authority. The contracted Agent agrees that it will not contract for or accept employment for the performance of any work or services with an individual, business, corporation, or government unit that would create a conflict of interest in the performance of its obligations pursuant to this agreement with the Authority.**

#### GENERAL PROJECT SCHEDULE

<u>Milestone</u>	<u>Expected Date of Completion</u>
(1) Advertise for Agent Proposals	03/22/2022
(2) Final Date for Questions	04/06/2022
(3) Proposal Submittals Due to the Authority	04/22/2022
(4) PSEC <sup>(a)</sup> Meeting	05/06/2022
(5) PSEC Interviews and Meeting/Ranking (if needed)	05/16/2022
(6) Agent Selection by the Authority Board of Directors	06/01/2022

(a) PSEC = Professional Services Evaluation Committee. All PSEC meetings are publicly noticed. The PSEC has the option to interview firms. If interviews are conducted by the PSEC, they will be at a public meeting on the date shown.

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

## AGENT SELECTION PROCESS

Agent selection shall be in accordance with Section 3 of the Authority's Procurement Policy (adopted October 1, 2021 or latest revision). The Authority's Procurement Policy can be viewed in its entirety on the Authority's website at [www.regionalwater.org](http://www.regionalwater.org). A copy of the Authority's Owner's Agent services contract form is included in this information package.

The Owner's Agent 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 Agent will be incorporated into a written agreement in terms acceptable to the Authority at its absolute discretion. By submitting a proposal, Agent agrees to all the terms and conditions of this Request for Proposal and those included in the Authority's Owner's Agent contract. Questions and clarification related to this Request for Proposal or the Authority's Owner's Agent contract, must be submitted to the Authority as described below.

After issuance of this Request for Proposal, prospective Agents or their agents, representatives or persons acting at the request of such Agent 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 Proposal must be presented in writing via email [procurement@regionalwater.org](mailto:procurement@regionalwater.org) using "RFP Question – Owner's Agent Services" as the subject line. The final cut-off date/time for all questions shall be **April 6, 2022 at 5:00 p.m. EST.** Agents are responsible to review the Authority's website for the Authority's responses to any questions timely submitted.

**The Agent will be prohibited from participating as a prime consultant or a subconsultant on CIP projects advertised by the Authority during the term of this agreement and 90 days there-after or terminating this agreement to submit a proposal or statement of qualifications on such Authority CIP projects. The Agent may include subconsultants on their team; however, the proposal must indicate they are not staff of the Agent's firm. Subconsultants that are on a selected Authority CIP project may be prohibited from being utilized on work orders to the Agent on that specific CIP, however the Agent may propose alternative subconsultants for the Authority's approval on a case-by-case basis. The contract awarded from this solicitation shall be valid from the date of execution for a period of 8 years with 2(two) one-year renewal options for a total potential contract length of 10 years.**

## PROPOSAL REQUIREMENTS

All individual resumes and reference projects will be shown on a single page with no additional information presented on those pages. Reference projects can be either the firm's experience or key staff's experience prior to joining the firm with no limitation on completion year of the project or status of the project. The year the reference project started and ended needs to be listed as well as the key staff that worked on the reference project and their role on that project. A proposal must include the following sections:

**Cover page** (limit 1 page) identifying the RFP and the Agent (as a minimum).

1. **Transmittal letter** (limit 1 page) including the name and location of the Agent and the individual to contact who has authority to execute an agreement with the Authority (as a minimum).
2. **Criteria 1:** Program manager and back-up program manager experience and management approach including the resumes of the program manager and a back-up program manager and up to 4 reference projects. Describe the program manager and team's approach to integrating with the Authority to assist in completing the 5-year CIP. Provide a summary of the Agent's experience assisting other utilities in a similar role. Agent must provide the **Criteria 1 Summary Form** (example shown in Exhibit B) as the first page in this section followed by up to 8 pages containing the information requested in this section. The Program Manager may be required to attend the Authority's Board meetings in-person, prepare and present at meetings, and will be the single point of contact between the Agent and the Authority. The Program Manager may be required to work at the Authority's offices (either 9415 Town Center Parkway, Lakewood Ranch, FL 34202 or 8998 SW CR 769, Arcadia, FL 34269) as workload dictates and determined within each work order. There will be in-person meetings (scheduled in advance) for coordination as well as Microsoft Teams meetings. Office space will be provided for the Program Manager (or other Agent staff) to work at the Authority's offices.

Page limits: 1 for Criteria 1 Summary Form, up to 2 for resumes, up to 4 for reference projects, and up to 2 for Agent's management approach.

3. **Criteria 2:** Project delivery experience and approach including up to 2 resumes of Agent staff in addition to the Program Manager and backup Program Manager and up to 4 reference projects that demonstrate the Agent has experience working on a variety of project delivery methods such as design-bid-build, design-build, progressive design-build, and construction manager at risk (CMAR). Provide Agent's approach to aiding the Authority in the CIP project described below, including but not limited to project delivery method recommended, meeting critical milestones, involvement in design reviews, and construction cost control:

Peace River Regional Reservoir Number 3 (PR3) major project components include a new reservoir, a new intake and pump station on the Peace River, and large diameter pipeline connecting the new infrastructure with the existing facilities. Additional details on the PR3 project are shown in the 5-year CIP. The Authority currently has an engineering firm procured (HDR, Inc.) for the design and is considering CMAR for the delivery method.

Page limits: 8 pages total, up to 2 for resumes, up to 4 for reference projects, and up to 2 for Agent's PR3 approach.

4. **Criteria 3:** Construction engineering and inspection (CEI) experience and approach including key resumes of a lead construction manager and two inspectors along with up to

4 reference projects demonstrating the Agent has experience through final construction. Include Agent's approach to staffing and managing construction projects and then specifically how the Agent would aid the Authority in the following CIP project including the Agent's CEI organizational chart, records management, schedule tracking, inspection services, permit adherence, and material testing & oversight:

Phase 3C Interconnect: The Authority has a contractual date of March 31, 2025, to have the Phase 3C Interconnect pipeline in service for the portion from Clark Road to Fruitville (Phase 3C Interconnect project details are shown in the 5-year CIP). The Feasibility and Routing Study (Wade-Trim, Inc.) will be finalized and presented to the Authority Board on April 6<sup>th</sup>, 2022. Please indicate what the Agent's approach would be to meeting this deadline and how the Agent would integrate with the Authority to accomplish this.

Pages limits: up to 10 pages total, up to 3 for resumes, up to 4 for reference projects, 1 for the org chart, and up to 2 for Agent's Phase 3C /CEI approach.

5. **Criteria 4:** Technical services including up to 5 key resumes of subject matter experts, organization chart, and up to 6 reference projects demonstrating technical design experience on a variety of projects. While there are a variety of designs that will be completed as part of the Authority's CIP, please indicate the Agent's expertise available to assist the Authority in performing technical reviews on the following design components:

- Hydraulic Modeling, and Surge Analysis (Authority's model is currently in Bentley WaterGEMS)
- Pipeline Design ( $\geq 36''$ )
- Pump Station Design ( $\geq 10$  mgd)
- Electrical, Instrumentation, and Controls
- Water Treatment Plants / Process Control ( $\geq 10$  mgd)

Pages limits: up to 12 pages total, up to 5 for resumes, 1 for org chart, and 6 for reference projects.

6. **Criteria 5 & 6: Key Staff Chart** (example shown in Exhibit A) showing at minimum the key staff presented in criteria 1, 2, 3, and 4, years of experience, assigned office location (city/state), indicate the delivery method of the Project Delivery reference projects, indicate which reference projects the key staff worked on and if the reference project was completed for the Authority. Agent can revise the single page format to match proposed key staff and reference projects. Key staff may be listed in more than one role.

7. **Litigation.** Disclose the nature and magnitude including any dollar amount of any litigation or regulatory action filed or settled against the Agent in the last three (3) years and how it was resolved. Disclose any litigation the Agent is or was 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.

8. **Other representation.** Disclose whether Agent previously represented or currently represents Charlotte, DeSoto, Manatee or Sarasota Counties, and/or the City of North Port (“Customers”), in any capacity, and describe such representation, if applicable.
9. **Bankruptcy.** Disclose whether the Agent is involved in an ongoing bankruptcy as a debtor, or in a reorganization, liquidation, or dissolution proceeding, or whether a trustee or receiver has been appointed over all or a substantial portion of the property of the Agent under federal bankruptcy law or any state insolvency law.
10. **Required forms.** (see copies attached below – no page limit unless indicated above):
  - A. Key Staff Chart (Exhibit A)
  - B. References (minimum of three (3) completed reference forms)
  - C. Criteria 1 Summary Form (Exhibit B)
  - D. Sworn Statement under Section 287.133(3)(a), Florida Statutes, on Public Entity Crimes (attached)
  - E. E-Verify Affidavit (attached)
  - F. Insurance Certificate (Proposer to provide)

The proposal must be limited to the page number maximums as listed in the proposal requirements above. Front and back covers, transmittal letter, and section dividers are excluded from the page limit. All pages must be standardized 8 ½ x 11 inches in size, margins not less than 1-inch, standard text and minimum 12-point font size with the exception of up to 2 Organizational Charts and the Key Staff Chart which must be standardized 11x17 inches in size, margins not less than 1-inch, standard text and minimum 12-point font size.

Agents desiring to provide these services to the Authority must submit a single electronic file in searchable PDF format of their proposal and other required documentation in accordance with the requirements contained in this information packet via email to [procurement@regionalwater.org](mailto:procurement@regionalwater.org), using “**Response to RFP: Owner’s Agent Services**” as the subject line.

An Agent’s proposal must be received no later than **10:00 a.m. Eastern Standard Time on April 22, 2022** at the above referenced email address at which time and place the proposals will be publicly opened. As a courtesy, the Authority will endeavor to provide an email acknowledgement usually sent within a few days after submission receipt (submissions received on the day of the deadline may not be acknowledged before the deadline or at all). **It is the Agent’s responsibility to ensure that its proposal is delivered to the Authority prior to the above deadline.** 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 Proposal 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 Proposal. 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 Agent and the Authority until an agreement is executed by both parties.

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

### PROPOSAL EVALUATION CRITERIA

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

<u>Criteria</u>	<u>Weighting</u>
1. Program Manager, Back Up PM & Approach	25 points
2. Project Delivery Experience & Approach	25 points
3. CEI Experience & Approach	20 points
4. Technical Services	20 points
5. Proximity to Authority Service Area	10 points
6. Key Staff History of Collaboration on Referenced Projects	10 points
<b>TOTAL</b>	<b>110 points</b>

### SCRUTINIZED COMPANIES

The Florida State Board of Administration maintains lists of Scrutinized Companies under Section 215.472, Florida Statutes concerning companies with activities in Sudan and companies with activities in the Iran Petroleum Energy Sector and Section 215. 4725, Florida Statutes concerning companies that boycott Israel. Section 287.135(5), Florida Statutes requires that at the time a company submits a bid or proposal or enters into a contract for the amounts shown below, the company must certify that it is not on any of these lists.

- Scrutinized Companies with Activities in Sudan (for contracts  $\geq$  \$1 million)
- Scrutinized Companies with Activities in the Iran Petroleum Energy Sector (for contracts  $\geq$  \$1 million)
- Scrutinized Companies that Boycott Israel (for contracts of any amount)

By submitting a proposal, Agent certifies that it is not on any of these lists.

### PUBLIC ENTITY CRIMES

Section 287.133(2)(a), Florida Statutes requires that:

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 s. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

Agent shall submit with its proposal a properly executed and notarized Public Entity Crimes Statement, attached to this Information Package.

### DISCRIMINATORY VENDOR LIST

Section 287.134(2)(a), Florida Statutes requires that:

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 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.

By submitting a proposal to this solicitation, Agent certifies that it is not on the discriminatory vendor list maintained by the Florida Department of Management Services under section 287.134, Florida Statutes.

### CONFLICT OF INTEREST

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

### PARTICIPATION IN E-VERIFY SYSTEM

Section 488.095(2)(a), Florida Statutes requires that 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. And it requires that a public employer, contractor, or subcontractor may not enter into a contract unless each party to the contract registers with and uses the E-Verify system. By submitting a proposal, Agent certifies that it has registered for and will use the E-Verify System. Agent shall submit with its proposal a properly executed and notarized E-Verify Affidavit, attached to this Information Package.

### PROCUREMENT POLICY AND BID PROTESTS

Agent is hereby placed on notice of the existence of the Authority Procurement Policy, October 2021 (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](http://www.regionalwater.org). The Authority shall post the intended decision or Board decision on the Authority's website at [www.regionalwater.org](http://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 Agent. Any information, reports, or other materials given to, prepared, or submitted in response to this Request for Proposal will be subject to the provisions of the Public Records Act, Chapter 119, Florida Statutes. Any Agent 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 or until 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 may be directed to the Authority's public records custodian by telephone at (941) 316-1776, or by email at [ALee@regionalwater.org](mailto: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)

**REFERENCES**

Agent must provide a minimum of three (3) references that meet the requirements in the Request for Proposal Criteria 1, Criteria 2, and Criteria 3 (minimum one reference from each of the first three criteria).

Agent Name: \_\_\_\_\_

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

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

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

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

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

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

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

Agent Project Manager: \_\_\_\_\_

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

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

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

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

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**E-Verify Registration and Affidavit**

Section 448.095, Florida Statutes requires that Agent register with and use the U.S. Department of Homeland Security’s E-Verify system, (<https://e-verify.uscis.gov/emp>) to verify the work authorization status of all Consultant/Contractor employees hired on and after January 1, 2021. Additionally, Agent shall require all subconsultants/contractors performing work under this Agreement to use the E-Verify system for any employees hired on and after January 1, 2021. Agent must provide evidence to the Authority of compliance with Section 448.095, Florida Statutes, prior to entering an Agreement with the Authority.

**Affidavit**

I hereby certify that \_\_\_\_\_ (Agent) does not employ, contract with, or subcontract with any unauthorized aliens, and is otherwise in full compliance with Section 448.095, Florida Statutes.

All employees hired on or after January 1, 2021, have had their work authorization status verified through the E-Verify system.

A true and correct copy of \_\_\_\_\_ (Agent) proof of registration in the E-Verify system is attached to this Affidavit.

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title, Company name

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this \_\_\_\_\_ (date) by \_\_\_\_\_ (name of officer or agent, title of officer or agent) of \_\_\_\_\_ (name of Agent company acknowledging), a \_\_\_\_\_ (state or place of incorporation) corporation, on behalf of the corporation. He/she is personally known to me or has produced \_\_\_\_\_ (type of identification) as identification.

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Name typed, printed or stamped

My Commission Expires: \_\_\_\_\_

**EXHIBIT A**  
**Key Staff Chart**

Peace River Manasota Regional Water Supply Authority, Owner's Agent Services  
Key Staff Chart

Exhibit A - EXAMPLE

Key Staff	Key Staff Role on Agent's Team	Years of Exp	Assigned Office City/State	Program Manager Reference Projects				Project Delivery Reference Projects				Construction Engineering & Inspection Reference Projects				Technical Services Reference Projects			
				Reference Project No. 1 Project Name	Reference Project No. 2 Project Name	Reference Project No. 3 Project Name	Reference Project No. 4 Project Name	Reference Project No. 5 Project Name / Delivery Method	Reference Project No. 6 Project Name / Delivery Method	Reference Project No. 7 Project Name / Delivery Method	Reference Project No. 8 Project Name / Delivery Method	Reference Project No. 9 Project Name	Reference Project No. 10 Project Name	Reference Project No. 11 Project Name	Reference Project No. 12 Project Name	Reference Project No. 13 Project Name	Reference Project No. 14 Project Name	Reference Project No. 15 Project Name	Reference Project No. 16 Project Name
X. Ample, P.E.	Program Manager			X	X	X													
X. Ample II, P.E.	Backup Program Manager						X												
.....	Project Delivery Expert I																		
.....	Project Delivery Expert II																		
.....	Construction Manager																		
	Inspector																		
.....	Inspector																		
.....	Pump Station Designer																		
.....	Hydraulic Modeler																		
.....	Pipeline Designer																		
.....	EI&C Designer																		
.....	Water Treatment Designer																		
Indicate (X) this row if the reference project was completed for the Authority															X			X	

- Notes:
- (X) indicates Key Staff worked on the Reference Project
  - The placeholder for "Reference Project No. X" should be replaced with the actual reference project name.
  - This excel sheet is an example of the information to be presented in the Key Staff Chart; however, the format can be modified for the proposal.

[CLICK HERE: Download MS Excel Document](#)



**EXHIBIT B**  
**Criteria 1 Summary Form**

Program Manager Name: \_\_\_\_\_ Assigned Office City/State: \_\_\_\_\_  
 Days per Month Available to Work at Authority’s Offices: \_\_\_\_\_ Years of Experience: \_\_\_\_\_

Program Manager Reference Project #1					
Project Name/ Client					
Role on Project		Year Project Started	XXXX	Year Project Ended	XXXX
Project and Role Summary					

Program Manager Reference Project #2					
Project Name/ Client					
Role on Project		Year Project Started	XXXX	Year Project Ended	XXXX
Project and Role Summary					

Program Manager Reference Project #3					
Project Name/ Client					
Role on Project		Year Project Started	XXXX	Year Project Ended	XXXX
Project and Role Summary					

Backup Program Manager Name: \_\_\_\_\_ Assigned Office City/State: \_\_\_\_\_  
 Days per Month Available to Work at Authority’s Offices: \_\_\_\_\_ Years of Experience: \_\_\_\_\_

Backup Program Manager Reference Project #4					
Project Name/ Client					
Role on Project		Year Project Started	XXXX	Year Project Ended	XXXX
Project and Role Summary					

(1) Format modification to this sheet is allowed; however, this sheet needs to remain 1 page.

## Agreement for Owner's Agent Professional Services

This Agreement for Owner's Agent Professional Services is made by and between 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 \_\_\_\_\_ (Agent), whose address is \_\_\_\_\_.

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### **Background**

- A. The Authority desires to retain Agent to act as Owner's Agent to assist with capital, R&R and other projects as described in the Scope of Services.
- B. The Authority has selected Agent in accordance with the Authority's procurement policy, and applicable provisions of Law.
- C. Agent desires to provide the professional services required by the Authority as hereinafter defined;

### **Terms and Conditions**

1. **Background and Exhibits.** The background provided above and the following exhibits which are attached, are part of this Agreement.

Exhibit A – Scope of Services

Exhibit B – Agent's 2022 Proposal for "Owner's Agent Services"

Exhibit C – Certificate of Insurance

2. **Definitions.** The following terms as used in this Agreement shall have the following meanings:

- 1.1. Agreement – This written document, as it may be amended from time to time.
- 1.2. Law – All laws, statutes, rules, regulations, ordinances, codes and/or orders applicable to the Services.
- 1.3. Project – The project described in the work order for which Agent may be contracted to provide Services.
- 1.4. Services – The services described in **Exhibit A**, as well as all obligations, duties, and responsibilities required of Agent under this Agreement. The term "Services" also includes all Additional Services which are subsequently authorized in writing by the Authority.

- 1.5. Additional Services – Subject to paragraph 10 of this Agreement, any Services that are authorized by the Authority in a written amendment after this Agreement is executed.
  - 1.6. Subconsultant – All contractors, subcontractors, consultants, subconsultants, suppliers, experts, and other entities retained by Agent to perform or provide any portion of the Services required hereunder.
2. **Effective Date and Term.** This Agreement will become effective on the last date all the parties have executed it, as demonstrated by the date under the signatures on the signature page and will remain effective for a total of ten years (eight years plus two additional one-year renewal options) unless it is sooner terminated in accordance with the procedures set forth herein.
3. **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:

- 3.1. 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 mutual agreement between the Authority and the Agent and tasks will be those 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 Agent 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.
- 3.2. The fair and reasonable expenses of the Agent 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 Agent 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 Agent for travel or hotels, must be pre-approved by the Authority's Executive Director and, if pre-approved, will be reimbursed in accordance with Authority Resolution 2018-01 *Resolution Establishing Per Diem and Travel Expenses* (or latest revision).
- 3.3. Agent 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 20<sup>th</sup> day of the month for work completed the previous month. Payment

shall be made in accordance with Section 3.1 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 3.4. 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.

- 3.4. The Authority reserves the right to withhold payment to Agent for failure to perform services in accordance with the provisions of the Agreement and Work Order and the Authority shall promptly notify Agent if any invoice or report is found to be unacceptable and will specify the reasons therefore.
  - 3.5. Agent 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. Agent's right to suspend services does not become effective if the Authority has withheld payment of an invoice for cause.
  - 3.6. Disputes regarding a monthly invoice and/or report shall be resolved pursuant to Section 218.76(2), Florida Statutes, as may be amended.
  - 3.7. The Authority may, in addition to other remedies available at law or equity, retain such monies from amounts due Agent 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 Agent or its affiliates to the Authority against any payments due the Agent under any agreement with the Authority.
4. **Agent's Representations and Warranties.** Agent represents and warrants to the Authority as follows:
- 4.1. **Conducting Business in Florida.** Agent is duly authorized to conduct business in the State of Florida.
  - 4.2. **Authority.** Agent has the full power and authority to execute and deliver this Agreement and to incur and perform the obligations provided for herein, all of which have been duly authorized by all proper and necessary actions of the governing entity of Agent.
  - 4.3. **Accuracy of RFP Response.** All the information provided by Agent in response to Request for Proposal for "Owner's Agent Services" dated April 22, 2022 was true and accurate when Agent submitted it to the Authority and has not materially changed as of the Effective Date of this Agreement.
  - 4.4. **Understanding of Agreement.** Agent has familiarized itself with and understands this Agreement, the Project, the Services, the Law, the site, and all local conditions that may affect Agent's performance of this Agreement, including Agent's compensation and the performance or furnishing of the Services.

- 4.5. Discrepancies.** Agent has reviewed all available information and data shown or indicated in this Agreement and has given the Authority written notice of all conflicts, errors, ambiguities, or discrepancies that it has discovered and the Authority's written resolution thereof, if any, is acceptable to Agent.
- 4.6. Expertise.** Agent has special expertise in the type of professional services to be provided under this Agreement and Agent acknowledges that such representations were a material inducement to the Authority to enter into this Agreement with Agent.
- 4.7. Valid Agreement.** This Agreement is a valid, binding, and enforceable obligation of Agent, and does not violate any law, rule, regulation, contract, or agreement otherwise enforceable by or against Agent except as it may be limited by bankruptcy, insolvency, reorganization, or other similar laws affecting the rights of creditors generally.
- 4.8. Scrutinized Companies.** Agent is in compliance with Section 287.135, Florida Statutes. As required by Subsection 287.135(5), Florida Statutes, Agent certifies that it is not on any of the following lists: 1) Scrutinized Companies with Activities in Sudan, 2) Scrutinized Companies with Activities in the Iran Petroleum Energy Sector, or 3) Scrutinized Companies that Boycott Israel.
- 4.9. Public Entity Crimes.** Agent is in compliance with Section 287.132, Florida Statutes. The Public Entity Crimes statement required by Subsections 287.133(2) and (3), Florida Statutes provided with Agent's response to the RFP is true and accurate on the Effective Date of this Agreement.
- 4.10. Discriminatory Vendor List.** Agent is in compliance with subsection 287.134(2)(a), Florida Statutes. Agent is not on the discriminatory vendor list maintained by the Florida Department of Management Services under section 287.134, Florida Statutes.
- 4.11. E-Verify.** Agent is in compliance with Section 488.095, Florida Statutes. As required by Subsection 488.095(2)(a), Florida Statutes, Agent has registered with and uses the E-Verify System to verify the work authorization status of all newly hired employees. The E-Verify Statement Agent submitted with its response to the RFP remains true and correct.
- 4.12. No Contingent Fees.** As required by Section 287.055(6), Florida Statutes, Agent warrants that he or she has not employed or retained any company or person, other than a bona fide employee working solely for the architect (or registered surveyor and mapper, or professional engineer, as applicable) to solicit or secure this agreement and that he or she has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the architect (or registered surveyor and mapper or professional engineer, as applicable) any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this agreement. If Agent breaches or violates this provision, the Authority has the right to terminate this Agreement without liability and, at its discretion, to deduct from Agent's compensation, or otherwise recover, the full amount

of such fee, commission, percentage, gift, or consideration.

## **5. Agent's Responsibilities.**

- 5.1. Performance of Services.** Agent shall perform the Services upon the terms and conditions set forth in this Agreement.
- 5.2. Changes.** Agent shall immediately notify the Authority if anything changes regarding Agent's representations and warranties contained in this Agreement.
- 5.3. Resources.** Agent shall secure and maintain an adequate and competent staff of professionals and all facilities and equipment required to perform the Services.
- 5.4. Key Personnel.** Agent must not remove any key personnel or Subconsultants assigned to the Project without the prior written approval of the Authority. All key personnel shall be available to the Project on a full-time basis, except as otherwise expressly approved in writing by the Authority. Such key personnel are as provided within the Agent's Proposal for "Owner's Agent Services" dated April 22, 2022, attached as **Exhibit B**.
- 5.5. Objectionable Employees.** If at any time during the term of this Agreement the Authority notifies Agent in writing that any of Agent's employees or the employees of any Subconsultant are objectionable to the Authority, Agent shall remove or have the Subconsultant remove the objectionable employee from the Project and not reemploy the objectionable employee on any portion of the Services.
- 5.6. Agent's Representative.** Agent shall designate in writing a single representative with the authority to transmit instructions, receive information, interpret, and deliver Agent's policy and decisions related to the Services and bind Agent with respect to any matter arising out of or relating to this Agreement.
- 5.7. Information Related to the Services.** Agent shall obtain and review all information and data which relates to the Services or which Agent may reasonably anticipate may affect cost, scheduling, progress, performance or furnishing of the Services, including, but not limited to, information and data related to the Project work of others under separate contracts, to the extent that such work may interface with the Services hereunder.
- 5.8. Status Reports and Inspections.** Agent shall routinely and continuously advise the Authority of the status of the Project, and the Services of Agent. The Authority and its authorized representatives have the right to visit the site and Agent's office at any reasonable time to inspect the Services or any of the drawings or documents of Agent. Agent shall maintain documents obtained or generated under this Agreement and make them available upon request by the Authority during the term of this Agreement and for five years after its termination. In addition to the documents and reports contemplated in **Exhibit A**, Agent shall, at no cost to the Authority, deliver to the Authority copies

of all other Project documents and or reports under Agent's possession or control that the Authority may request from time to time.

- 5.9. Coordination with Others.** Agent shall cooperate with other engineers, consultants, construction contractors, and suppliers retained by the Authority and assist the Authority with the coordination of those various projects, work, and engineering and consulting services. Agent shall review all information and attend all meetings as shall be reasonably necessary to accomplish the coordination of those various projects, work, and engineering and consulting services, and eliminate any problems where the projects, work, or services interface with the Project or Services.
- 5.10. Laws.** Agent shall secure all licenses or permits required by Law for the performance of the Services and shall comply with all Laws in effect at the time of the execution of this Agreement and the time of performance of the Services.
- 5.11. No Discrimination.** Agent shall comply with Title VII of the Civil Rights Act of 1964, as amended, and the Florida Civil Rights Act of 1992. Agent shall not discriminate in any form or manner against its employees or applicants for employment on the basis of race, color, national origin, religion, sex, age, handicap, or marital status. Further, Agent shall comply with all applicable rules, regulations, or executive orders promulgated to give effect to the Civil Rights Act of 1964, as amended.
- 5.12. Fiduciary Relationship.** Agent shall promote the best interest of the Authority and assume towards the Authority a fiduciary relationship of the highest trust, confidence, and fair dealing.
- 5.13. Notice of Claims.** Agent shall immediately notify the Authority if it becomes aware of any circumstances which may reasonably give rise to any claim against the Authority for Services performed under or related to the Services performed under this Agreement.
- 5.14. No Conflicts of Interest.** Agent will not contract for or accept employment for the performance of any work or services with an individual, business, corporation, or government unit that would create a conflict of interest in the performance of its obligations under this Agreement. Agent will not participate as a prime consultant or a subconsultant on projects for the Authority during the term of this Agreement and for 90 days after this Agreement ends.

## **6. Authority's Responsibilities.**

- 6.1. Applications for Payment.** The Authority shall review and consider, in a reasonably prompt and thorough fashion, all applications for payments, reports, schedules, estimates, drawings, proposals, or other documents presented to the Authority by Agent and shall inform Agent of the Authority's decisions or otherwise take appropriate action within a reasonable time to not unreasonably delay the Services of Agent.



**6.2. Authority's Representative.** The Authority shall designate in writing a single representative with authority to transmit instructions, receive information, and interpret and deliver the Authority's policy and decisions pertinent to the Services.

**6.3. Existing information.** Upon Agent's specific request, the Authority shall cooperate in providing to Agent, all existing and available studies, reports, surveys, and other information and data regarding the Project to the extent such items are in the Authority's possession and the Authority has actual knowledge of their existence and location. Despite any other provision of this Agreement, the Authority does not represent or warrant the accuracy or completeness of any such items, unless it is expressly noted otherwise in writing on such item.

## **7. Change of Plan.**

**7.1. Authority's Right.** The Authority has the absolute right to terminate, suspend, or amend the Services or the Project at any time and for any reason, and such action on its part shall not be deemed a default or breach of this Agreement. Any such termination, suspension, or amendment shall be in writing.

**7.2. Remedies.** If the Services or Project is entirely or partly suspended for one or more periods of time Agent will have no claim for compensation for the suspended period(s). Upon resumption of the Services or Project, Agent shall resume the Services until the Services are completed in accordance with this Agreement, and the time for completion of the Services which were suspended shall be extended for the period of the suspension. If the cumulative total of such suspensions, excluding periods of suspension during the design phase, is 270 days or less, the extension of time shall be Agent's sole remedy. If the cumulative total of such suspensions is more than 270 days, Agent's sole remedy shall be to terminate this Agreement according to the provisions of paragraph 8.

## **8. Termination of Agreement.**

**8.1. Termination for Convenience.** The Authority has the right to terminate this Agreement, in whole or in part without cause upon written notice to Agent. In such event, Agent's sole and exclusive recovery against the Authority will be limited to that portion of Agent's compensation earned to the date of termination, together with any costs reasonably incurred by Agent that are directly attributable to the termination. The Agent shall not be entitled to any further recovery against the Authority, including, but not limited to, anticipated fees or profits on Services not required to be performed. The Authority in its sole discretion shall determine that portion of the compensation earned for any incomplete Services based upon the ratio of such part of the Services completed relative to the entire Services. Termination without cause shall be effective upon delivery of written notice to Agent.

**8.2. Termination for Cause.** Agent shall be considered in material default of this Agreement and the Authority may terminate this Agreement, in whole or in part, for any of the following reasons: (a) failure to begin Services within the time specified in the Work

Order Agreement, or (b) failure to timely and properly perform the Services required hereunder or as directed by the Authority, or (c) the bankruptcy or insolvency or a general assignment for the benefit of creditors by Agent or by any of Agent's principals, partners, officers or directors, or (d) failure to obey any Law, or (e) failure or refusal to allow public access to all public record documents or other materials made or received by Agent in conjunction with this Agreement, unless exempt under Florida law, or (f) any other material breach of this Agreement. In any such event, the Authority may terminate this Agreement, in whole or in part, by giving Agent written notice. In the event of any such termination for cause, the Authority is not obligated to make any further payments to Agent hereunder until such time as the Authority has determined all costs, expenses, losses, and damages which the Authority may have incurred as a result of such default by Agent, whereupon the Authority shall be entitled to set off all costs, expenses, losses and damages so incurred by the Authority against any amounts due Agent hereunder. Termination for cause will be effective upon 14 days written notice to Agent.

**8.3. Violation by Authority.** If the Authority violates any provision of this Agreement, and if the violation continues for 60 days after Agent has delivered written notice of the violation, then Agent may, without prejudice to any other right or remedy, terminate or cancel this Agreement by giving the Authority 14 days written notice of termination. In the event of any such termination by Agent, Agent's sole and exclusive remedies against the Authority will be limited to those set forth in paragraph 8.1 above.

**8.4. Notice and Cure.** Despite the provisions of paragraphs 8.2 and 8.3, this Agreement will not terminate for cause if the party receiving the notice begins, within seven days of receipt, to correct its failure and proceeds diligently to cure such failure within thirty 30 days of receipt of the notice; provided, however, that if and to the extent such cause for termination cannot reasonably be cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues to diligently cure the same, then the cure period may be further extended by the party that provided the notice.

**8.5. Remedies if no Default.** If, after termination of this Agreement as provided for in paragraph 8.2 above, it is determined for any reason that Agent was not in default, or that its default was excusable or that the Authority otherwise was not entitled to the remedy against Agent provided for in paragraph 8.2, then such termination for cause shall be deemed to be a termination for convenience as described in paragraph 8.1 and Agent's sole and exclusive rights and remedies against the Authority shall be the same as and limited to those afforded Agent under paragraph 8.1 above.

**8.6. Delivery of material after termination.** Within 10 days after any termination of this Agreement, Agent shall deliver to the Authority all papers, drawings, models, and other material prepared by and for Agent with respect to the Project and Services.

## **9. Waiver.**

**9.1. Acceptance of Final Payment.** Agent's acceptance of final payment constitutes a full waiver of all claims by Agent against the Authority arising out of and relating to this

Agreement or otherwise related to the Project, except those previously made in writing and identified by Agent as unsettled at the time it submits its invoice for final payment. Neither the acceptance of the Services nor any payment by the Authority shall be deemed to be an acceptance of defective or incomplete Services or waiver of any of the Authority's rights against Agent.

**9.2. Non-enforcement.** Non-enforcement of any provision of this Agreement by either party shall not constitute a waiver of that provision nor shall it affect the enforceability of that provision or the remainder of this Agreement.

## **10. Additional Services.**

**10.1. Notice to Authority.** If Agent is of the opinion that any services the Authority directs it to perform are beyond the Scope of the Services under this Agreement, Agent shall, within seven business days of such direction, notify the Authority in writing of its opinion. The Authority shall, within 10 business days after receipt of such notification, determine whether such service is beyond the scope of this Agreement and constitutes Additional Services. If the Authority determines that such service does constitute Additional Services, it will provide extra compensation to Agent based upon the rates and terms provided in **Exhibit B**.

**10.2. Project Schedule.** If, in the opinion of the Authority, the progress of the Services during any period is substantially less than the amount which is necessary to meet the Project schedule, the Authority may require Agent to take whatever action is necessary, in the opinion of the Authority, to put the Services back on schedule. Such action shall not constitute Additional Services unless the delays were caused by circumstances beyond the control and fault of Agent or its agents, employees and Subconsultants.

**10.3. Claims against the Authority.** In the event of claims by others against the Authority in connection with a Project or the Services, Agent shall provide to the Authority such technical assistance that the Authority may request. Such assistance shall constitute Additional Services, unless such claims are caused by the failure of Agent, its agents, employees or Subconsultants to comply with the terms and conditions of this Agreement or otherwise perform their duties under this Agreement.

**10.4. Delays more than and less than 30 days.** Subject to the provisions of paragraph 10.2 above, Agent shall not make any charges or claims for damages for any delays or hindrances of less than 30 days from any cause whatsoever during the progress of any portion of the Services. The Authority may compensate for such delays or hindrances of less than 30 days by an extension of time as the Authority may decide. However, any such extension shall not operate as a waiver of any other rights of the Authority. The Authority will consider delays or hindrances that exceed 30 days and will determine whether any additional services are needed from Agent unless such delays or hindrances were caused in whole or in part by Agent, its employees, agents, or Subconsultants or because of a suspension of the Project or Services entirely or partly by the Authority. This paragraph does not apply to suspensions of the Project or

Services by the Authority, which suspensions will be governed by paragraph 7.

**10.5. Audit.** If the Authority requires Agent to provide it with an audit of its Project costs, such audit will not be considered Additional Services.

**11. Assignment and Subconsultants.** Agent shall not sublet, assign, or transfer this Agreement or any Services without the prior written consent of the Authority, which consent may be withheld in the Authority's sole discretion. Agent shall be solely responsible for the employment, direction, supervision, compensation, and control of any and all Subconsultants. Agent shall cause all Subconsultants to abide by the terms and conditions of this Agreement and all Laws. All agreements between Agent and Subconsultants shall be in writing, with a copy of such agreements to be provided to the Authority upon its request for same.

**12. Indemnification.** Agent shall indemnify and hold harmless the Authority, its officers, and employees, from and against any and all liabilities, damages, losses, and costs (including but not limited to reasonable attorney fees) arising out of or to the extent caused by the negligence, recklessness or intentionally wrongful conduct of Agent or any of the Subconsultants or any other person or organization employed by or utilized by Agent in the performance of Services under this Agreement. This indemnification shall also include all liability, damages, losses, and costs (including but not limited to reasonable attorney fees) arising out of or to the extent caused by any infringement of patents or copyrights incident to providing the Services required hereunder.

**13. Agent's Insurance Requirements and Minimum Limits.**

**13.1. Insurance Required.** Agent shall purchase and maintain the following specific coverages and minimum limits. All limits shall be per occurrence and in the aggregate combined single limit for all liability, except professional liability coverage which shall be on a claims made basis, with following forms excess or umbrella insurance making up the difference between the policy limits of underlying policies and the total amount of coverage required.

**13.2. Liability Insurance**

**13.2.1. 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.

**13.2.2.** Automobile Vehicle 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.

**13.2.3.** Watercraft/Aircraft Liability. If Agent's provision of services involves utilization of watercraft or aircraft, watercraft and/or aircraft liability coverage must be provided to include bodily injury and property damage arising out of ownership, maintenance or use of any watercraft or aircraft, including owned, non-owned and hired.

**13.3. Workers Compensation Coverage.** 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) Agent(s) must be in compliance with all applicable state and federal workers' compensation laws.

**13.4. Professional Liability/Malpractice/Errors Or Omissions Insurance.**

**13.4.1.** Agent shall purchase and maintain professional liability or malpractice or errors or omissions insurance with minimum limits of \$1,000,000 per occurrence and with minimum limits of \$1,000,000 in aggregate.

**13.4.2.** If a claims made form of coverage is provided, the retroactive date of

coverage shall be no later than the inception date of claims made coverage, unless the prior policy was extended indefinitely to cover prior acts.

**13.4.3.** 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.

**13.4.4.** Professional liability insurance shall continue in force until the end of the fifth (5<sup>th</sup>) calendar year following the calendar year in which the Agreement is terminated. The current professional liability insurance policy, if not renewed, shall provide for an extended reporting period on the existing policy through said fifth (5<sup>th</sup>) calendar year.

### **13.5. Additional Requirements.**

**13.5.1.** Agent shall not commence or continue to perform any Services unless Agent has in full force and effect all required insurance, and until Agent has delivered to the Authority all insurance certificates required hereunder evidencing the specific insurance coverage required, nor shall any payment for Services performed become due and payable until Agent has delivered all such certificates to the Authority. Agent shall not permit any Subconsultant to perform any portion of the Services unless such Subconsultant has complied with the insurance requirements, including the workers' compensation and general liability insurance requirements, contained herein.

**13.5.2.** 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. All insurers shall have an "A" policyholder's rating and a financial rating of at least Class IX in accordance with the most current Best's rating. Agent shall provide the Authority with financial information concerning any self-insurance fund insuring Agent. At the Authority's option, a Best's rating or Self-Insurance Fund financial information may be waived.

**13.5.3.** As evidence of the insurance coverages required by this Agreement, Agent shall provide the Authority certificates of insurance evidencing the specific policies issued, the limits of coverage afforded, and the specific endorsement provided, all in accordance with paragraph 13.

**13.5.4.** All the policies of insurance so required of Agent, except professional liability and workers' compensation insurance, shall be endorsed to include as additional insureds: the Authority, its directors, officers, employees, representatives, agents, and volunteers. If the additional insureds have other insurance which might be applicable to any loss, the insurance required of Agent shall be considered primary, and all other insurance shall be considered excess. 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. The cross-liability clause does not increase the limits of liability or aggregate limits of the policy.

- 13.5.5.** Deductible and self-insured retention amounts shall be subject to approval by the Authority, which approval shall not be unreasonably withheld. Agent is responsible for the amount of any deductibles or self-insured retentions.
- 13.5.6.** Approval of the insurance by the Authority shall not relieve or decrease the liability of Agent hereunder. Further, Agent acknowledges that any such acceptance by the Authority shall not be deemed to be an acknowledgement that Agent has satisfied its insurance obligations hereunder. Agent acknowledges and agrees that the Authority does not in any way represent that the insurance (or the limits of insurance) specified in this paragraph is sufficient or adequate to protect Agent's interests or liabilities, but are merely minimums.
- 13.5.7.** Should any coverage approach expiration during the period in which it is to remain in full force and effect, it shall be renewed by Agent prior to its expiration, and a certificate of insurance again filed with the Authority at least thirty (30) days prior to coverage renewal.
- 13.5.8.** 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 canceled, materially changed, or renewal refused, until at least thirty (30) days prior written notice has been given to the Authority and Agent by certified mail. Agent shall give notice to the Authority within (24) hours of any oral or written notice of adverse change, non-renewal, or cancellation.
- 13.5.9.** Except as provided below in paragraph 13.5.10 for professional liability insurance, all insurance required hereunder shall remain in full force and effect throughout the entire term of this Agreement.
- 13.5.10.** Agent shall, upon request by the Authority, deliver to the Authority a copy of each insurance policy purchased by Agent as required in this Agreement.
- 13.5.11.** All policies, except for workers' compensation and professional liability, shall contain provisions to the effect that in the event of payment of any loss or damage the insurer will have no rights of subrogation against the Authority, its consultants, directors, officers, employees, representative or agents. Nothing contained in these insurance requirements is to be construed as limiting the liability of Agent or Agent's insurance carriers.

Further, Agent hereby waives its right of recovery against the Authority with respect to any matter covered by any insurance maintained by Agent.

#### **14. Insurance – General Requirements.**

**14.1. Protection from Claims.** Agent shall purchase and maintain such commercial (occurrence form) or comprehensive general liability (occurrence form), professional liability, and other appropriate insurance, with respect to the Services required hereunder, that will provide protection from the types of claims set forth below which may arise out of or result from Agent's performance and furnishing of the Services, whether it is to be performed by Agent or the Subconsultants:

**14.1.1.** Claims under workers' compensation, disability benefits and other similar employee benefit acts;

**14.1.2.** Claims for employer's liability, including those arising under Title VII of the Civil Rights Act of 1964 and the Florida Civil Rights Act;

**14.1.3.** Claims for damages because of bodily injury, sickness or disease, or death to any person other than Agent's employee;

**14.1.4.** Claims for damages insured by personal injury liability coverage which are sustained by any person as a result of a negligent or wrongful act or omission of Agent, or any person employed by or subcontracted to Agent;

**14.1.5.** Claims for damages because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom;

**14.1.6.** Claims for damages because of bodily injury or death of any person, or property damage arising out of the Agent ownership, maintenance, operation, use or loading and unloading of any owned, hired, or non-owned motor vehicle used in connection with the Services, including employee non-Agent ownership use; and

**14.1.7.** Claims for damages because of bodily injury or death of any person or property damage arising out of the Agent ownership, maintenance, operation, use or loading and unloading of any owned, hired, or non-owned aircraft and watercraft used in connection with the Services, including employee non-Agent ownership use.

**14.2. Coverage.** The insurance required herein shall include the specific coverage and be written for the limits of liability and coverage provided in paragraph 13 or required by Law, whichever is greater. Where appropriate for the Services being performed, the commercial (occurrence form) or comprehensive general liability (occurrence form) insurance shall also include broad form property damage, explosion, collapse, and underground hazard coverage and independent contractor's coverage.



- 14.3. Contractual Liability Insurance.** The commercial (occurrence form) or comprehensive general liability (occurrence form) insurance shall include contractual liability insurance applicable to all of Agent's obligations under this Agreement that are covered by such insurance.
- 14.4. Subconsultants.** Agent shall ensure that all Subconsultants procure and maintain, until the completion of that party's Services, insurance of the types and in the coverage amounts required to be carried by Agent in this Agreement unless the Authority agrees in writing, in advance of Agent's employment of any such Subconsultant, to other types of coverage and/or lower coverage amounts. Provided however, that professional liability insurance shall not be required under this Agreement for Subconsultants, unless such party is a licensed professional. The preceding sentence does not preclude Agent from requiring such insurance. Agent shall be responsible for ensuring that all Subconsultants comply with all the insurance requirements contained herein relative to each such party.
- 15. Standard Of Performance.** Agent shall perform and complete the Services in a timely manner and in accordance with the standard of care, skill, and diligence customarily provided by professionals with expertise and experience in the type of Services to be provided hereunder, and in accordance with sound professional principles and practices. Agent acknowledges that it has represented to the Authority that Agent has expertise and experience in the type of services to be rendered hereunder and that such representation was a material inducement to the Authority to enter into this Agreement with Agent.
- 16. Project Documents And Data.**
- 16.1.** One (1) copy of all technical data and working papers regarding the Services, whether existing in the office of the Authority or in the office of Agent, shall be made available to the other party to this Agreement without expense to such other party. Additional copies shall be made available at the expense of the requesting party.
- 16.2.** All Project documents, tracings, plans, specifications, maps, evaluations, reports, technical data, and computer application code, other than working papers prepared or obtained under this Agreement, are 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. Agent, at its own expense, may retain copies thereof for its files and internal use. Any use by the Authority of such materials obtained under this Agreement for any other Project or use of incomplete materials obtained from Agent by the Authority shall be made at the risk of the Authority. However, this does not constitute a disclaimer of the professional liability of Agent with respect to the original Services as used for the Project.
- 16.3.** All final plans and documents that are required by Florida Law to be endorsed and are prepared by Agent in connection with the Services shall bear the endorsement

of a person in the full employment of Agent or duly retained by Agent and duly licensed in the appropriate professional category.

- 16.4.** Agent shall make any patentable product or result of the Services and all information, design, specifications, know-how, data, and findings available to the Authority without cost to the Authority. No material prepared in connection with this Project will be subject to copyright by Agent, all such copyrights being the property of the Authority. the Authority shall have the right to publish, distribute, disclose, and otherwise use any material prepared by or for Agent with respect to the Project. Any use of material or patents obtained by the Authority under this Agreement for any purpose not associated with this Project shall be at the risk of the Authority. In the Authority's discretion, whenever any renderings, photographs of renderings, photographs of models or photographs of the Project are released by the Authority for publicity, proper credit may be given to Agent, provided the giving of such credit is without cost to the Authority.
- 16.5.** Agent must not make any statements, press releases or public releases concerning this Agreement or its subject matter or otherwise disclose or permit to be disclosed any of the data or any other information obtained or furnished in compliance with this Agreement, except at meetings where representatives of the Authority are present, without the Authority's prior written consent. Agent shall not publish, copyright, or patent any of the data furnished or developed with respect to the Project without first obtaining the Authority's written consent, as all such rights are the property of the Authority.
- 17. Audit Rights.** Agent shall keep all books, records, files, plans, drawings, and other documentation, including all electronically stored items, which concern or relate to the Services hereunder (collectively referred to herein as "Records") for a minimum of five (5) years from the date of expiration or termination of this Agreement or as otherwise required by Law, which ever date is later. the Authority, or any duly authorized agents or representatives of the Authority, shall have the right to audit, inspect and copy all or such Records as often as they deem necessary during any such period of time. This right to audit, inspect and copy the Records shall include all Records of Subconsultants.
- 18. Public Records.**
- 18.1. Duty to Maintain and Provide Records.** Agent shall keep and maintain all public records required to perform services under this Contract as required by Chapter 119, Florida Statutes. All analyses, data, documents, models, modeling, reports, and tests performed or utilized by Agent shall be made available to the Authority upon request and are considered public records in accordance with Chapter 119, Florida Statutes, unless they are exempt under the Law.
- 18.2. IF AGENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE AGENT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT,**

**CONTACT THE AGENCY'S CUSTODIAN OF PUBLIC RECORDS AT PHONE (941) 316- 1776, EMAIL ALEE@REGIONALWATER.ORG, OR MAIL 9415 TOWN CENTER PARKWAY, LAKEWOOD RANCH, FL 34202.**

- 18.3. Post Contract Responsibilities.** Upon completion of this contract, Agent shall keep and maintain, at no cost, to the Authority, all public records produced under this Agreement in the possession of the Agent or shall transfer them to the Authority. If the Agent transfers all public records to the Authority, Agent shall destroy any duplicate public records. If Agent keeps and maintains public records after completion of the contract, the Agent shall meet all legal requirements for retaining public records including the rules and retention schedules adopted by the Division of Library and Information Services of the Department of State under Section 119.021(2)(a), Florida Statutes. All records stored electronically must be provided to the Authority upon request from the Authority in a format that is compatible with the information technology systems of the Authority.
- 18.4. Exempt Records.** Agent shall ensure that public records that are exempt from public records disclosure are not disclosed except as authorized by law during the term of this Agreement and following its completion if the Agent does not transfer the records to the Authority.

## **19. Miscellaneous Provisions.**

- 19.1. Entire Agreement.** This written document shall constitute the entire agreement between the parties hereto and the Agreement shall not be amended or modified except in writing duly executed by the party against whom such an amendment or modification is sought to be enforced. This Agreement shall govern the relationship between the Authority and Agent on the Project.
- 19.2. Successors.** the Authority and Agent each hereby binds itself, its successors, assigns, and legal representatives to the other.
- 19.3. No Third-Party Beneficiaries.** The rights and obligations in this Agreement shall inure solely to the parties hereto (their successors, assigns and legal representatives) and no other party shall have any rights or obligations under or by virtue of this Agreement.
- 19.4. Applicable Law and Venue.** This Agreement shall be governed by and construed under the laws of the State of Florida. Venue for any action under state law arising under this Agreement shall be in the Twelfth Judicial Circuit of Florida. Claims justiciable in federal court shall be in the Middle District of Florida.
- 19.5. Notices.** All notices or other communications permitted or required under this Agreement must be in writing and must be sent to the party at that party's address set forth below or a whatever other address the party specifies in writing. Notices

must be personally delivered, sent by certified or registered mail, or sent by overnight courier, postage prepaid.

If to the Authority:

Peace River Manasota Regional Water Supply Authority  
Attn: Mike Coates, Executive Director  
9415 Town Center Parkway  
Lakewood Ranch, Florida 34202

If to Agent:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

- 19.6. No Construction Against Drafting Party.** Each party acknowledges that it has carefully reviewed and understands this Agreement and has had an opportunity to review it with counsel of its choosing. This Agreement shall not be construed more strongly against any party, regardless of who drafted or prepared it.
- 19.7. Communications.** The Agent's communications with the Authority shall be limited to the Authority's Executive Director and designated staff. Communications with the Authority's Board Members are prohibited, except with the prior permission of the Authority's Executive Director or at a duly noticed public board meeting. Any such prohibitive communications shall be deemed to be a material breach of this Agreement by Agent. This provision does not prohibit or limit contacts by or on behalf of the Authority Board Members with Agent.
- 19.8. Interpretation.** All words used herein in the singular shall extend to and include the plural, and the use of any gender shall extend to and include all genders. Unless the context requires otherwise: The term "include" contemplates "including but not limited to." The terms "hereof", "herein", "hereunder" and similar terms in this Agreement refer to this Agreement as a whole and not to any particular provision of this Agreement.
- 19.9. Headings.** The captions and headings herein are for convenience of reference only and in no way define or limit the scope or content of this Agreement or in any way affect its provisions. Unless otherwise indicated, references to paragraphs include all subparts.
- 19.10. Time is of the Essence.** Time is of the essence of this Agreement and each of its provisions.
- 19.11. No Waiver.** Unless expressly stated in writing, no action taken by a party to this Agreement shall be considered a waiver by such party of compliance with any representations, warranty, duty, or responsibility under this Agreement.

- 19.12. Contest of Authority Decisions.** The Authority shall decide all questions, difficulties, and disputes of any nature whatsoever that may arise under or by reason of this 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 final and binding if not contested by Agent in a written notice delivered to the Authority within seven days after Agent's receipt of written notice from the Authority concerning such decision.
- 19.13. Survival.** All express representations, indemnifications, or limitations made or given in this Agreement shall survive its completion or termination for any reason.
- 19.14. Severability.** If any term of this Agreement is for any reason invalid or unenforceable, the rest of the Agreement remains fully valid and enforceable.
- 19.15. Independent Contractor.** Agent is retained by the Authority only for the purposes and to the extent set forth in this Agreement, and its relationship with the Authority shall, during the term of this Agreement, be that of an independent contractor. Agent shall have the discretion, subject to the requirement that it perform the services required hereunder competently and professionally in accordance with the applicable professional standards and otherwise comply with the terms of this Agreement, to select the means and methods of performing such services. In this regard, Agent shall be fully responsible for the employment, direction, supervision, compensation, and control of all persons employed or retained by Agent. Neither Agent nor Agent's contractors, subcontractors, consultants, subconsultants, suppliers, experts or other persons or organizations retained or utilized by Agent for the services required hereunder ("Subconsultants") shall be considered by reason of the provisions of this Agreement or otherwise as being an employee or agent of the Authority. Agent shall comply with all workers' compensation, employers' liability and other Federal, State and county and municipal laws, ordinances and regulations required of an employer performing services as herein contemplated. Provided, however, in no event shall the Authority be obligated to pay Agent any overtime or other premium pay compensation unless such overtime or premium compensation was expressly approved in writing and in advance by the Authority. Furthermore, Agent is responsible for paying all income and employment taxes, and the Authority shall not be responsible for collecting or paying withholding, FUTA, FICA or any other state or federal taxes.
- 19.16. Waiver of Jury Trial.** To the extent permitted by applicable law, Agent and the Authority irrevocably waive any right to trial by jury in any legal proceeding arising out of or relating to this Agreement or any of the transactions contemplated by it. Neither the Authority nor Agent or any successor thereof will seek a trial by jury in any action or proceeding (whether at law or in equity, whether direct or collateral, whether in contract or in tort) arising out of or related to this Agreement or the relationship created by it.

**Neither the Authority nor Agent shall seek to consolidate any action or proceeding in which trial by jury has been waived with any other action or proceeding in which a jury trial cannot be or has not been waived.**

**19.17. Authority's Right to Terminate under Section 287.135, Florida Statutes.** As set forth in Section 287.135, Florida Statutes, the Authority reserves the right to terminate this Agreement and any contract for goods or services if Agent: has been found to have submitted a false Scrutinized Vendor List certification; has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Section List; has been engaged in business operations in Cuba or Syria; or has been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

The parties have caused their duly qualified representatives to execute this Agreement on the dates set forth below.

**Witnesses:**

**Agent:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Firm Name

\_\_\_\_\_  
Print name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print title

\_\_\_\_\_  
Print name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print name

\_\_\_\_\_  
Print title

\_\_\_\_\_  
Date

**Peace River Manasota  
Regional Water Supply Authority:**

**Attest:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print name

\_\_\_\_\_  
Print name

\_\_\_\_\_  
Print title

\_\_\_\_\_  
Print title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**Approved as to Form:**

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

## **EXHIBIT A**

### **Scope of Services**

Agent will act as the "Owner's Agent" representing the Authority and will provide professional services needed for various aspects of work to complete Capital Improvement Plan (CIP) projects or Renewal & Replacement (R&R) projects needed to preserve the functionality of the Authority's infrastructure as directed by Authority staff. Responsibilities may include but are not limited to providing support as a Design Criteria Professional, Project Manager, Construction Manager, or Construction Engineering Inspection.

The Authority may issue separate work orders for professional services to be provided by Agent. Each work order will be individually negotiated between the Authority and Agent and will include a specific scope of work. Work order may address various aspects of work to complete Capital Improvement Plan (CIP) projects or Renewal & Replacement (R&R) projects needed to preserve the functionality of the Authority's infrastructure. The Authority maintains and continuously updates its list of CIP and R&R projects.

Example work order services for CIP or R&R projects may include but are not limited to procurement & bidding assistance, authoring design criteria packages, quality control reviews on contract documents and/or designs, value engineering, construction engineering & inspection (including document management), drafting (i.e., AutoCAD, GIS), hydraulic modeling (conveyance, water quality, and/or surge analysis), public engagement, project management, land acquisition assistance, workforce development/succession planning and/or administrative assistance as directed by the Authority.



**EXHIBIT B**

**(Agent's 2022 Proposal for 'Owner's Agent Services')**

**EXHIBIT C**  
**(Certificate of Insurance)**



# CERTIFICATE OF LIABILITY INSURANCE

**SAMPLE**

DATE (MM/DD/YYYY)  
Date COI created

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

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

<b>PRODUCER</b>  Insurance Agent Company Name	<b>CONTACT NAME:</b> PHONE (A/C No. Ext): <span style="float: right;">FAX (A/C, No):</span> E-MAIL ADDRESS:  <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 80%;">INSURER(S) AFFORDING COVERAGE</th> <th style="width: 20%;">NAIC #</th> </tr> <tr> <td>INSURER A: Insuring Company Name (1)</td> <td style="text-align: center;">12345</td> </tr> <tr> <td>INSURER B: Insuring Company Name (2)</td> <td style="text-align: center;">67890</td> </tr> <tr> <td>INSURER C: Insuring Company Name (3)</td> <td style="text-align: center;">111213</td> </tr> <tr> <td>INSURER D: Insuring Company Name (4)</td> <td style="text-align: center;">141516</td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Insuring Company Name (1)	12345	INSURER B: Insuring Company Name (2)	67890	INSURER C: Insuring Company Name (3)	111213	INSURER D: Insuring Company Name (4)	141516	INSURER E:		INSURER F:	
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INSURER D: Insuring Company Name (4)	141516														
INSURER E:															
INSURER F:															
<b>INSURED</b>  Consultant Company Name															

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

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

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

<b>CERTIFICATE HOLDER</b>  Peace River Manasota Regional Water Supply Authority 9415 Town Center Parkway Lakewood Ranch, FL 34202	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE
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**TAB C**  
**Submitted Proposals**



APRIL 22, 2022

PROPOSAL FOR  
OWNER'S AGENT  
SERVICES



BLACK & VEATCH



April 22, 2022

Peace River Manasota Regional Water Supply Authority (Authority)

**RE: Proposal for Owner's Agent Services**

The Authority has worked diligently through the years fulfilling its mission 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. To continue fulfilling this mission in an era of rapid growth, the Authority must deliver a substantial program of infrastructure over the next eight years.

To help you meet this challenge, the Black & Veatch team will partner with the Authority as Owner's Agent (OA) and work as an extension of your staff, leveraging our program management experience and regional system expertise to successfully deliver your program in a manner consistent with your vision of cooperation and collaboration. Our team provides the following benefits:

- **Expedited delivery of the CIP to meet growing demands** — With more than 70 local staff, 350 in Florida, and over 9,000 firm-wide, Black & Veatch has the resources and skills to drive project delivery from procurement through construction. Our team on the West Coast of Florida has grown by more than 25 staff over the last five years, providing us the local depth of resources to successfully deliver projects while many in the industry are at capacity.
- **System-wide optimization supported by our deep program experience and industry-leading regional water system expertise** — Black & Veatch has been providing program management (PM) and OA services to Florida utilities for more than 30 years, including 10 current PM and extension of staff engagements. We have served Tampa Bay Water in an OA role since the 1990s, and we are currently providing similar services to the TOHO Water Authority. Not only do we understand how to efficiently deliver a CIP, we can do so while addressing issues unique to regional agencies, like regional water supply planning, source blending, system-wide water quality, hydraulic analysis, and member government collaboration.
- **Best project results achieved by engaging the optimal project delivery** — Each project will be evaluated to select the delivery method that best meets your priorities, in consideration of schedule, cost, risk, innovation, control, maximizing competition, etc. Black & Veatch has extensive experience with all delivery methods in both engineering and construction roles. As an integrated design-builder constructing more than \$2 billion in infrastructure annually, we can provide project delivery advice and support with a holistic industry perspective.
- **Responsive service, collaborative approach, and commitment to the Authority's success** — Black & Veatch's local team has been delivering successful projects for the Authority for more than 10 years and has active projects with all member governments and the City of North Port. We are committed to the community, having served local utilities since 1985. As demonstrated through our past work with the Authority, Black & Veatch is an industry-leading consultant whose culture is to service clients with a local team and collaborative approach.

We appreciate the Authority's consideration of Black & Veatch for this important contract.

Very truly yours,

**Black & Veatch Corporation**

George Joyce, PE, PMP, ASQ CMQ/OE  
Program Manager

Andy Westfall, PE  
Client Services Director

Rafael E. Frias, PE  
Assoc. Vice President

Program Manager Name: George Joyce, PE, PMP, ASQ CMQ/OE Assigned Office City/State: Tampa, FL  
 Days per Month Available to Work at Authority’s Offices: 8-12 Years of Experience: 29

Program Manager Reference Project #1					
Project Name/ Client	Utility Extension Program   City of Cape Coral				
Role on Project	Program Manager	Year Project Started	2020	Year Project Ended	Ongoing
Project and Role Summary					
Led a team of 18 staff, under a Program Manager-at-Risk form of delivery totaling \$0.5 Billion over six years. Managed multiple utility design and design during construction support projects to provide potable water, irrigation, and gravity sewer systems to residential communities. Program leadership to design and install over 720-mi of piping and 240-mi of new roads in residential areas on schedule and under budget. George was responsible for delivering the utility extension portion of the program involving the replacement of shallow groundwater wells and septic tanks with new potable water, sanitary sewer, forcemain, reclaim water and stormwater improvements city-wide.					

Program Manager Reference Project #2					
Project Name/ Client	Integrated Program Management Program   Tampa Bay Water				
Role on Project	Program Manager	Year Project Started	2021	Year Project Ended	Ongoing
Project and Role Summary					
TBW selected Black & Veatch to serve as its Integrated Program Management Consultant to support the planning and implementation of its \$1.3B 10-year Capital Improvement Program (CIP). Under this contract, Black & Veatch is providing program management, project management, technical expertise, Owner’s Engineer and construction inspection services. Services included program management support services, staff augmentation services, planning and system engineering, and consultation services to recommend project delivery methods.					

Program Manager Reference Project #3					
Project Name/ Client	Gross Reservoir Expansion (GRE) Program   Denver Water				
Role on Project	Program Manager	Year Project Started	2016	Year Project Ended	Ongoing
Project and Role Summary					
B&V currently provides program management services to Denver Water on the GRE Project, a major component of the utility’s comprehensive strategy to deliver safe, reliable water service and meet significant population growth in the region through multiple phases over a 10-year period. The project will raise the height of the existing 340-foot-dam by 131 feet increasing reservoir capacity from 42,000 acre feet of water to 119,000 acre feet of water. George is responsible for providing all construction engineering inspection staffing to support Denver Water as the Owner’s advisor.					

Backup Program Manager Name: Mike McGee, PE, BCEE Assigned Office City/State: Ft. Myers, FL  
 Days per Month Available to Work at Authority’s Offices: 8-12 Years of Experience: 31

Backup Program Manager Reference Project #4					
Project Name/ Client	Engineer of Record (EOR) Program   City of Fort Myers				
Role on Project	Sr. PM & Civil Design Lead	Year Project Started	2015	Year Project Ended	Ongoing
Project and Role Summary					
Over the past two years led the B&V Team to deliver 4 new potable water production wells and their associated Raw Water Transmission Main extensions that were constructed under 6 separate fast-track CMAR projects. In addition to leading design, permitting, CEI and CMAR coordination services for over 18,500 LF of Raw Water pipelines, Mike also led various other RO WTP improvement projects in this program such as CO2 storage and chemical feed replacement and chemical storage tank replacements - from design through CEI services – that were delivered under other multiple CMAR contracts.					

(1) Format modification to this sheet is allowed; however, this sheet needs to remain 1 page.

## GEORGE JOYCE, PE, PMP, ASQ CMQ/OE PROGRAM MANAGER

**George is an attentive and collaborative Program Manager that knows PRMWSA, its regional system, and understands the the staff augmentation support the Authority needs to successfully move its important projects forward.** He has extensive experience leading water operations & maintenance, design, and construction management, and is a dynamic leader and motivator using an effective combination of analytical and interpersonal skills to deliver projects on schedule and within budget.

### Project Experience

#### Tampa Bay Water | Integrated Program Management Contract; Tampa, FL

**Risk & Construction Manager.** Led risk management efforts and coordinated resources for construction management services.

#### Denver Water | Gross Reservoir Expansion (GRE) Program; Denver, CO

**PM/CM Ops Manager.** Program management for the GRE expansion to more than double current reservoir capacity and improve supply dependability along Colorado's Front Range. The project will raise the height of the existing 340-foot-dam by 131 feet increasing reservoir capacity from 42,000 acre feet of water to 119,000 acre feet of water.

#### City of Cape Coral | Utility Extension Program (UEP); Cape Coral, FL

**Program Manager.** This nine-year, \$1 billion utility and facility program included 700 miles of pipeline, 34 pump stations, three WRFs and a reverse osmosis WTP. George was responsible for delivering the utility extension portion of the program involving the replacement of shallow groundwater wells and septic tanks with new potable water, sanitary sewer, forcemain, reclaim water and stormwater improvements city-wide. With the utility installation, a complete roadway replacement was also included in the program. Services were performed under a Program Manager At-Risk Model involving 100% design, bidding, and construction.

#### United States Air Force | McClellan Air Force Base Groundwater Operations & Maintenance Program; Sacramento, CA

**Program Manager.** Volatile organic compound (VOC) cleanup program responsible for groundwater and soil remediation. Responsible for evaluation, direction, and implementation strategies for VOC cleanup with a \$15M annual budget. Led seven-member field engineering and O&M team, directing all VOC investigations, groundwater treatment plant operations & maintenance, and construction. Developed program requirements for design, bidding, and execution managing multiple A/E consultant teams.



### EDUCATION

- MS, Eng. and Env. Mgmt.
- BS Civil Eng.

### YEARS EXPERIENCE

29

### PROFESSIONAL REGISTRATION

- PE - FL, CA
- Project Mgmt. Professional
- American Society of Quality Certified Mgr. of Quality/Organizational Excellence



**MIKE McGEE, PE, BCEE**  
 BACK-UP PROGRAM MANAGER

Mike has over 31 years of experience in design, permitting, contract administration, and construction management of water treatment plants, water distribution systems, reclaimed water and wastewater conveyance systems, and pumping stations and storage facilities. He is a recognized technical expert in horizontal directional drilling (HDD) and has successfully designed, permitted, and supported construction of over 90 HDD's in Florida during the past 17 years. His experience includes projects involving the installation of more than 100 miles of water, wastewater, and reclaimed water pipelines in Florida ranging in size from 8 to 66-in. Mike's experience includes working with PRMRWSA, which will be leveraged to support proactive planning for effective project delivery.

**Project Experience**

**City of Cape Coral | North 1 Utility Extension Program (UEP); Cape Coral, FL**

**Engineer of Record/Project Manager.** From 2021-2022, provided design, permitting, and bid phase services for extending public utilities to three separate sub-areas spanning a total of over one square mile and including 1,800 parcels that will be provide new City water, wastewater, reclaimed water, and fiber optic services. The Black & Veatch portion of this program includes over 56 miles of pipelines ranging from 4 to 30-in in diameter and over 4,000 new utility services totaling over \$70M of estimated capital improvements.

**City of Fort Myers | Engineer of Record Program; Fort Myers, FL**

**Project Manager/Senior Engineering Manager.** Since 2018, led an array of services and improvements to the City's WTP and Raw Water facilities by providing planning, design, permitting, and construction phase services for over \$15M of capital improvement projects that were all constructed under CMAR delivery method, including:

- WTP neutralization tank rehabilitation
- WTP CO2 storage and chemical feed replacement
- WTP chemical storage tanks replacement
- Four new brackish water production wells
- Three raw water transmission main extensions

Also led Renewal of the City's Production Wells Water Use Permit that serves the City's RO WTP.

**Peace River Manasota Regional Water Supply Authority | PRF WTP 1991 Rebuild; Arcadia, FL**

**Senior Project Manager & Civil Design Lead Engineer.** Provided the design, permitting, bidding, and construction phase services for the PRMRWSA PRF WTP 1991 Rebuild project. Led all aspects of civil and structural rehabilitation improvements to treatment trains No. 1 and No. 2, including repair and resurfacing of deteriorated concrete structures and modifications to the facilities chemical piping systems and associated double-containment systems.



**EDUCATION**

- MS, Civil Eng., Env.
- BS, Mechanical Eng.

**YEARS EXPERIENCE**

31

**PROFESSIONAL REGISTRATION**

- PE - 1991, FL, #44055
- BCEE

**PROFESSIONAL ASSOCIATIONS**

- Peace River Engineering Society - Past President
- WEF
- AWWA



## Utility Extension Program

CITY OF CAPE CORAL | CAPE CORAL, FL

As part of the City’s overall North 1 Utility Expansion Program (UEP), Black & Veatch is the Engineer of Record (EOR) for providing design, permitting, and bid-phase support services for three separate large sub-areas within UEP N1. The project area is over one square mile (approximately 654 acres) and includes approximately 1,800 parcels that will be provided new City water, wastewater, reclaimed water, and fiber optic services. Overall, the project includes approximately:

- 17 miles of new potable water mains, 6-30-in diameter
- 4 miles of new wastewater force mains, 6-24-in diameter
- 18 miles of new irrigation mains, 4-30-in diameter
- 17 miles of new sanitary sewer main infrastructure, including 218 manholes
- 4 miles of new fiber optic system improvements
- Replacement of 18 miles of roadways and associated storm water infrastructure
- 4,000 new water, sanitary, and irrigation services.
- Approximately \$70M of estimated utility capital improvements

Under a previous engagement with a different firm, our Program Manager George Joyce served as the Program Manager for the Cape Coral Utility Extension Program from 2005 to 2011 as EOR and Program Manager supporting the City Project Manager executing all utility design packages, bid phase services and design during construction phases. George regularly attended all city council meetings with Owner’s project manager preparing documentation to support presentations to Council. George and his 18 full time staff integrated seamlessly with the City’s program team to maintain a schedule of survey, geotechnical borings, design completion and bidding that allowed construction to continue and meet the growing demands of the City and it’s constituents without any construction downtime.

## RELEVANCE TO THE AUTHORITY

- Water treatment facilities
- Pumps/pumping station
- Hydraulic modeling
- Electrical/I&C
- Program management
- Owner’s agent/advisor
- Construction services
- Construction inspection
- Procurement support
- Design-bid build
- CMAR
- Public engagement

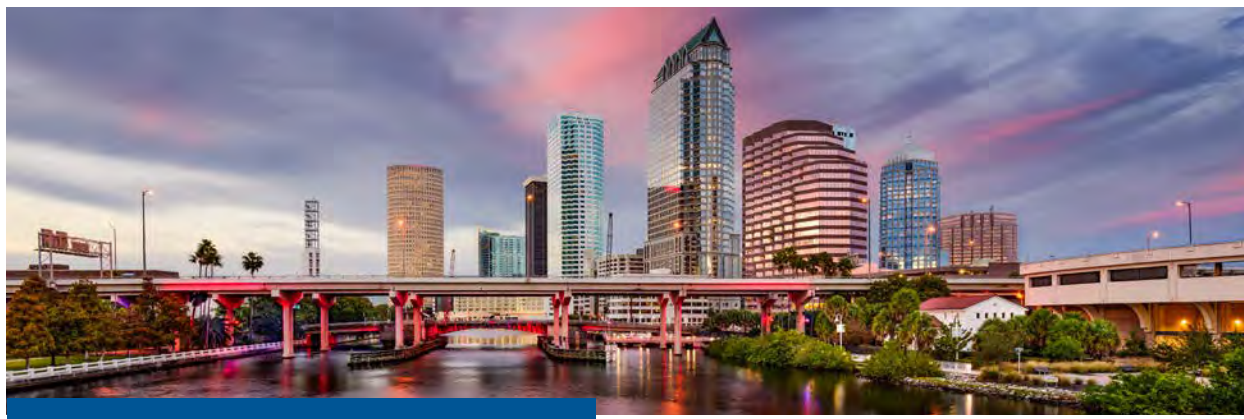
## KEY TEAM MEMBERS

George Joyce	Jon Dinges
Mike McGee	Steve King
Mark Martin	Julie Gloss
Bobby Burchett	
Stephen Nelson	
Amanda Schwerman	

## PROJECT DURATION

2020-Ongoing (anticipated completion summer 2022)

George Joyce’s Involvement with Prior Firm: 2005-2011



## Integrated Program Management Consultant Contract

TAMPA BAY WATER (TBW) | TAMPA, FL

TBW selected Black & Veatch to serve as its Integrated Program Management Consultant to support the planning and implementation of its \$1.3B 10-year Capital Improvement Program (CIP). Under this contract, Black & Veatch is providing program management, project management, technical expertise, Owner's Engineer and construction inspection services.

**Program Management Support Services** include initial set up of the Program Execution Plan followed by continuous efforts to track Program schedule, budget and success measures. Program set-up services have included supporting the development of a formal Risk Management Program for the Agency, along with updating TBW's Project Management and Construction Management procedures based on best practices.

Black & Veatch is also providing **Staff Augmentation Services** to supplement TBW's staff for the following roles: Project Managers, Project Controls, Purchasing Specialist, and Construction Inspectors.

**Planning and System Engineering** are additional key services provided by Black & Veatch for the Program. This includes regional water supply and transmission system planning; hydraulic, surge and water quality modeling; system integration and emergency scenario planning; and resiliency and operations optimization assessments.

TBW is planning to use a variety of **Project Delivery Methods** for its CIP projects. Black & Veatch is providing consulting services to define the recommended delivery method for each CIP project. As the projects progress from the planning and design phases to construction, Black & Veatch will be providing construction management and inspection services to supplement the TBW team.

### RELEVANCE TO THE AUTHORITY

- Regional water supply
- Program management
- Project management
- Technical design reviews
- Procurement assistance
- Engineering support
- Design criteria professional
- Construction management
- Construction inspection
- QA/QC reviews
- Value engineering
- Hydraulic & surge modeling
- Public engagement
- Land acquisition assistance
- Workforce development
- Surface water treatment
- Pump stations and intakes
- Large diameter pipelines

### TEAM MEMBERS

George Joyce    Ron Parker  
 Vincent Rea    Steve King  
 Andy Westfall    Ryan Eck  
 Bobby Burchett  
 Michael Sakales  
 Amanda Schwerman

### PROJECT DURATION

2021 - Ongoing  
 Note that BV has been providing programmatic services to TBW under multiple contracts for more than 20 years.



## Gross Reservoir Expansion Program

DENVER WATER | DENVER, CO

Black & Veatch currently provides program management services to Denver Water on the Gross Reservoir Expansion (GRE) Project. The GRE is a major component of the utility's comprehensive strategy to deliver safe, reliable water service and meet significant population growth in the region. The expansion will more than double current reservoir capacity and improve supply dependability along Colorado's Front Range. Denver Water currently serves 1.4 million residents.

The project will raise the height of the existing 340-foot-dam by 131 feet increasing reservoir capacity from 42,000 acre feet of water to 119,000 acre feet of water. The \$500M program is being executed through multiple phases over a 10-year period with construction completion expected in 2025.

Black & Veatch's program management, and eventually construction management, efforts began in April 2017 and will extend through first filling of the reservoir, expected in April 2026. George was responsible for staffing the 12 person construction management team responsible for oversight of the dam contractor and the materials testing subcontractor. In addition to providing Deputy Program management and administrative services, Black & Veatch developed and currently manages all projects controls.

Specifically, we provided the following:

- Document control through integration of Procore with Denver Water systems
- Schedule control through a detailed baseline, Primavera (P6), and LoadSpring interface to allow access by program stakeholders
- Cost control through integration of P6, Denver Water system outputs, and Black & Veatch management software
- CEI Services implementing Procore as the PMIS

### RELEVANCE TO THE AUTHORITY

- Pipelines
- Water treatment facilities
- Pumps/pumping station
- Hydraulic modeling
- Dam/reservoir
- Electrical/I&C
- Water supply facilities
- Program management
- Owners agent/advisor
- Extension of staff services
- Delivery method advise
- Construction services
- Construction inspection
- Procurement support
- Design-bid build
- CMAR
- Progressive design build
- Fixed price design build
- Regional water system
- Land acquisition
- Public engagement

### KEY TEAM MEMBERS

George Joyce  
Jim Cobb

### PROJECT DURATION

2016- Ongoing (anticipated completion 2027)



## Engineer of Record Program for Water Treatment

CITY OF FORT MYERS | FORT MYERS, FL

As Engineer of Record for the City’s potable water system, Black & Veatch performed an array of services over the past seven years to support facility improvements and deliver high-quality potable water service to customers:

- New water supply wells
- Rehabilitation of existing water supply wells
- New raw water transmission mains
- Water use permit renewal
- Water storage tank & pumping station
- Water treatment facility planning
- RO treatment evaluation
- WTP chemical systems & tanks replacement
- WTP chemical neutralization tank
- UIC permit renewal
- Water distribution system flushing & cleaning
- Water system consultation

As the City’s Engineer of Record, Black & Veatch has provided local professional services on over 45 separate task assignments with as many as 20 assignments being performed concurrently.

Many of these task assignments required expedited project delivery. For instance, due to the urgent need to meet water demands, the initial new water supply wells were completed on a fast track schedule with a Construction Manager at Risk and allowed the City to obtain water from the first well within eight months. Over the past five years, Black & Veatch has constructed 11 separate fast-track CMAR projects to provide the City with additional water supply and water treatment plant improvements.

### RELEVANCE TO THE AUTHORITY

- Pipelines
- Water treatment facilities
- Pumps/pumping station
- Hydraulic modeling
- Electrical/I&C
- Water supply facilities
- Program management
- Owner’s advisor
- Construction services/ inspection
- CMAR
- Land acquisition
- Public engagement

### TEAM MEMBERS

Mike McGee  
 Stephen Nelson  
 Amanda Schwerman  
 Mark Martin  
 Andy Westfall  
 Bobby Burchett  
 Ed Rectenwald  
 Ryan Eck  
 Ron Parker  
 Julie Gloss  
 Richard MacKenzie  
 Steve King

### PROJECT DURATION

2015- Ongoing (anticipated completion Summer 2025)

# Approach to Integrating with the Authority

**PRMRWSA will achieve its goals and objectives for this contract through Black & Veatch’s ability to identify and commit the best resources to support each assignment while providing the responsive service needed to maintain positive momentum throughout the program.**

Our Program Management Approach is based on a commitment to embed local professionals with relevant water system expertise to support the Authority. This will include our Program Manager, George Joyce and Backup Program Manager, Mike McGee who will assist the Authority in managing and successfully delivering CIP and R&R projects. The Authority will have the peace of mind that they will have a partner who they have worked with for almost 10 years, who provides responsive service, has a collaborative approach, and is committed to the Authority’s success.

## Fast Start Mobilization

The key to a successful CIP implementation is to plan the work up front in order to achieve quick results on foundational activities and set the pace of progress. Our approach utilizes a fast start mobilization plan to expedite mobilization, accelerate the execution of projects, and identify early risk factors. With more than 70 local staff, 350 in Florida and 9,000 firm-wide, Black & Veatch has the resources to drive project delivery.

### Our Fast Start Mobilization process includes these four critical functions:

**Program Administration.** Setting up the program’s commercial management, procurement, communications/public relations, estimating, risk management, and change management functions.

**Program Controls.** Schedule, cost, and quality management functions supporting individual projects and the comprehensive program, including use of earned value management processes.

**Program Management Information System.** Establishing and maintaining communication, documentation, and data management seamlessly across all projects and integration with the Authority’s systems.

**Business Integration.** Integration with the Authority’s systems, projects, and operations such as integration with the asset management program and financial reporting and invoicing system.



### Program & Project Management

Successfully executing projects in the CIP and R&R programs requires an organized project management approach. We have resources in place to implement and standardize processes, tools, and systems, implement a QA/QC plan, oversee third party consultants and contractors, and prepare a project closeout plan.

### Technical Design Reviews

Black & Veatch offers a full spectrum of professionals in all engineering and construction disciplines who are available to provide technical design reviews. We also provide specialized services, including reservoir inspections, management of SUNSHINE One Call Utility location program, water quality modeling, energy management, and operations support, just to name a few.

### Procurement Assistance

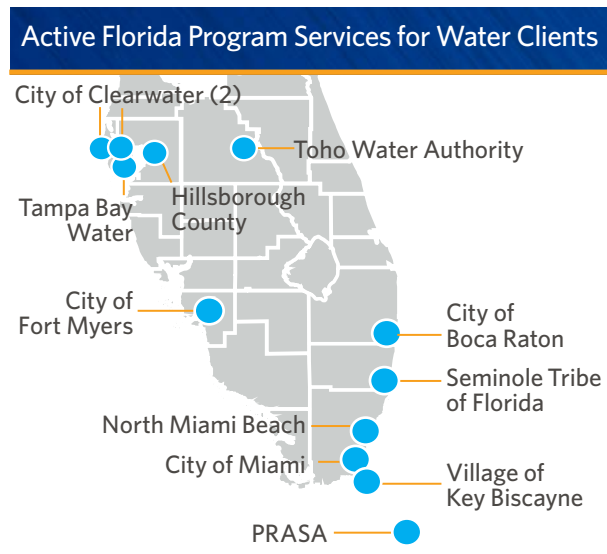
Each project in the CIP will be evaluated to select the delivery method that best meets your priorities, considering schedule, cost, risk, innovation, control, and maximizing competition. Our extensive experience with all delivery methods, in both engineering and construction roles, will provide project delivery advice supported by a holistic industry perspective.

### Construction, Engineering & Inspection

The Construction, Engineering & Inspection (CEI) services offered by Black & Veatch is built on experience gained through more than 100 years of delivering projects to clients worldwide. More than 2,200 of Black & Veatch’s professionals are involved in the direct construction of programs and projects.

## Program Management Experience

**A leader successfully delivering Programs for utilities across Florida.** Black & Veatch has extensive experience in providing program management and staff extension services to water utilities. We have provided over 40 years of global program management with over \$30B in program delivery for water and wastewater infrastructure.



For its diverse infrastructure program, the Authority will receive projects delivered on time, within budget, and with high quality facilities. We will leverage the skills refined from extensive program management and owner’s agent services experience, which includes more than 10 active engagements in Florida alone.

With Black & Veatch as your Owner’s Agent, the Authority will have access to unique regional water system expertise to help optimize your facilities and operations. In addition to our historical work with the Authority, we have served Tampa Bay Water in an Owner’s Advisor role since the 1990s and are currently providing such services to the TOHO Water Authority. We understand the challenges specific to regional systems and have industry-leading experience and expertise providing technical services to address them. Our expertise includes:

- Transmission system hydraulic modeling & surge analysis
- Water quality modeling & optimization
- Operational consultation & training
- Water supply planning
- Source water blending analysis
- Member government collaboration

## VINCENT REA, DBIA, CCM

### PROJECT DELIVERY EXPERT

Vincent is Black & Veatch's Director of Design-Build for the East Region. He is a seasoned solution-based construction industry leader with over 30 years of Design-Build, Construction Management, and at-risk construction experience for large water/wastewater treatment plants, tunnel projects, pump stations, and other heavy civil projects up to \$1.2B in size. During his career he performed as Regional Director, Project Director, Design-Build Group Manager, Sr. Project Manager, Sr. Construction Manager, Construction Operations Manager, Pre-construction Manager, and Estimating Department Manager.

He is a DBIA and CCM Certified professional and is a highly effective team leader with a proven track record in design-build, at-risk self-performance construction, CMAR, cost estimating, procurement, scheduling, and contract management.

#### Project Experience

##### Beaufort-Jasper Water & Sewer Authority | Water Distribution Projects; Beaufort, SC

**Lead Design-Build Technical Advisor.** Senior Design-Build Advisor providing guidance on RFP requirements, proposal formats, scoping documents, project performance criteria, bidding process, pre-construction, and construction services. Involved in reviewing bonding, licenses, and insurance requirements as well as contract document selection. Participating in proposal reviews and evaluations for both quantitative and qualitative responsiveness, and the design-builder selection process as well as GMP review.

##### Charleston Water System | Concord Street Pump Station Upgrade Project: Construction Manager at-Risk (CMAR) Advisor; Charleston, SC

**Lead CMAR Delivery Advisor.** Senior CMAR Delivery Advisor providing industry perspective and guidance for CMAR approach and contracting documents, RFP requirements, proposal formats, scoping documents, project performance criteria, bidding process, pre-construction, and construction services. Involved in reviewing bonding, licenses, and insurance requirements as well as contract document selection. Participating in proposal reviews and evaluations of CMAR proposals and the CMAR selection process.

##### City of Dunedin | Water Treatment Plant Progressive Design-Build Project; Dunedin, FL

**Project Director.** Overall P&L responsibility for expansion of an existing WTP including piloting, new RO Membranes, chemical oxidation, chemical feed systems, building modifications, electrical and I&C, start-up, and commissioning. This project is being delivered using a 2-step Progressive Design-Build approach.



#### EDUCATION

- BS, Civil Eng.
- AAS, Civil Eng.

#### YEARS EXPERIENCE

42

#### PROFESSIONAL REGISTRATION

- Certified Construction Manager
- Certified DBIA Design-Build Professional

#### PROFESSIONAL ASSOCIATIONS

- Construction Mgmt. Assoc. of America
- WEF
- AWWA



## JIM COBB, CCM, PCP

### PROJECT DELIVERY EXPERT

Jim has extensive experience in the analysis, planning, construction, and management of municipal public works, detention facilities, and other building structures in both the United States and countries abroad. He is fluent in design review and value engineering and has managed design-build projects CMAR, Progressive DB, CM for fee, JOC and also was a GC from conception to completion in values of the in excess of \$200M. Jim will use his experience to help expeditiously develop prioritized plans and schedules for improvements that result in successful project delivery.

#### Project Experience

##### Waukesha Water Utility | Great Water Alliance Program; Waukesha, WI

**Construction Program Manager.** Lead Construction Manager for Great Water Alliance program. Performs constructability reviews, sequencing and oversight for \$300M of pipelines and pumping station. Advisor to both the owner and Program Management design team on site selection and space management, procedures, material types for usage, costing construction sequencing and quality. Authored and implemented Contractor Prequalification program. Bid Tab Reviews and Recommendation to award. Manage all construction activities from the conception to the start-up and turn over phase.

##### City of Grand Rapids | Combined Sewer Outfall; Grand Rapids, MI

**Program/Construction Manager.** Coordinated and sequenced 30+ projects. These projects involve removing and replacing and or revitalizing (CIPP) the existing underground combined sewer/storm systems with separate systems to alleviate the over flow and added costs of processing storm water at the city wastewater treatment plant, installing Plastic, concrete, DI pipe up to 120-in, and chlorination of major supply pipelines. While performing this work the present day water distribution, street signal and lighting systems and road alignment are improved along with the private utilities. This project involved heavy involvement with the public and both local and state level Government officials. Value was in excess of \$250M 2008-2017 dollars. All projects were brought in under cost and ahead of schedule.

##### Red River Valley Water Supply Project | North Dakota

**Construction Advisor.** Approximately 179 miles of 72 inch steel potable water Pipeline. Provide guidance on Construction Deliver method, sequencing project packaging sizes, pre-qualification of contractors, bid evaluation and award recommendations, Trenchless installation options, Constructability Reviews, and Pre purchase of materials along with other challenging areas.



#### EDUCATION

- MS, Human Resource Mgmt.
- BS, Construction Mgmt.

#### YEARS EXPERIENCE

41

#### PROFESSIONAL REGISTRATION

- Construction Quality Management for Contractors
- NACCCO certified PACP, MACP, LACP
- Certified Professional Constructor



## Surface Water Treatment Plant Expansion Owner's Engineer | Design-Build

TAMPA BAY WATER | TAMPA, FL

Black & Veatch served as the Owner's Engineer for the expansion of the Tampa Bay Regional Surface Water Treatment Plant owned by Tampa Bay Water. Black & Veatch performed an evaluation of the project delivery methods to expand the facility and the Tampa Bay Water Board of Directors approved an Open Book, Design Build delivery method for the construction and a modified contract operations agreement for continued operation of the facility. This delivery method has the advantage of negotiating engineering and construction management services similar to traditionally delivered projects but also provides market competitive pricing by competitively bidding the majority of the construction and equipment packages through an open book process.

Services included a successful negotiation of the terms and conditions of the plant expansion, including a Guaranteed Maximum Price and Service Fee to operate the facility. These services were provided within a compressed 6-month time schedule to meet the Owner's challenging schedule requirements.

Black & Veatch facilitated several workshops with the Owner and with the proposed Design-Builder to clearly develop the specific components to be included in the project to meet the Owner's objectives. Preliminary process design, solids handling design, auxiliary power and reliability issues were evaluated by Black & Veatch early in the process to provide clear direction to the design-build team.

### RELEVANCE TO THE AUTHORITY

- Evaluation of alternate delivery approaches
- Conceptual & preliminary design
- Development of open book, design build criteria and requirement
- Evaluation of design build proposal
- Surface water treatment
- Technical design reviews
- Value engineering
- Construction management
- Construction inspection
- Water treatment facilities
- Pumps/pumping station
- Electrical/I&C
- Owners agent/advisor
- Extension of staff services
- Open book design build
- Regional water system

### TEAM MEMBERS

Vince Rea  
Bobby Burchett  
Ryan Eck  
Steve King  
Ron Parker  
Richard MacKenzie

### PROJECT DURATION

2007- 2011



## Embassy Hills WWTF (EHWWTf) Improvements Project | CMAR

PASCO COUNTY | PORT RICHEY, FL

The EHWWTf is a Type I conventional activated sludge wastewater treatment facility that was originally constructed in 1987. Black & Veatch initially completed an assessment of the EHWWTf to evaluate the plant operations and infrastructure, determine the current condition and remaining life of the equipment, assess options to improve plant resiliency and energy efficiency, and define improvements needed to maintain continued reliable operation of the plant over a 15-year planning horizon.

During the planning phase, Black & Veatch supported the County with the selection of the project delivery method for the EHWWTf Improvements Project. The County was interested in using a collaborative delivery method for this project for a number of reasons, including: the need to phase the construction of the improvements based on annual budget constraints; constructability and maintenance of plant operations (MOPO) requirements associated with replacing the facility's electrical and controls systems; and increased collaboration between the County, Design Engineer and Contractor during the design and construction of the improvements.

The County elected to implement the construction of the project with a Construction Manager at Risk (CMAR). Black & Veatch supported the County in its development of the Request for Qualifications (RFQ) package for the prospective CMAR firms. The project design has been completed and the County has approved the CMAR's guaranteed maximum price (GMP) proposal for the Phase 1 improvements, which are currently in the construction phase. Black & Veatch is providing construction management and full-time construction inspection services for the project.

### RELEVANCE TO THE AUTHORITY

- Project delivery method consulting
- Procurement assistance
- Owner's advisor/engineer
- Construction management
- Construction inspection
- Improvement phasing plans
- Constructability reviews
- Pumps/pumping station
- Hydraulic modeling
- Electrical/I&C
- Procurement support
- CMAR

### TEAM MEMBERS

Vincent Rea  
 Andy Westfall  
 Bobby Burchett  
 Ron Parker  
 Erin Briggeman  
 Richard MacKenzie  
 Steve King  
 Julie Gloss  
 Michelle Roth  
 Michael Sakales

### PROJECT DURATION

2019- Ongoing



## McAlpine Creek WWTP | Design-Build

### CHARLOTTE WATER | CHARLOTTE, NC

**As Owner Advisor, Black & Veatch assisted Charlotte Water in selecting a design-build process and procuring a progressive design-builder for the McAlpine Creek WWMF Effluent Filter Upgrade and Expansion and the Reliability and Process Improvement (RPI) projects. Over the course of both projects, Black & Veatch was able to help Charlotte Water increase the scope of the project without increasing the budget and while reducing the schedule.**

As Owner Advisor, Black & Veatch provided comprehensive project support from procurement and selection of the Design-Builder, to project planning and administration including permitting, design/constructability reviews, risk management, cost/schedule reviews, value engineering, and construction inspection and administration.

Black & Veatch also provided added value and innovation such as providing a hybrid process solution after piloting a process optimization fermenter and enhancing MOPO through elimination of bypass pumping requirements and associated shutdowns during design reviews.

The Filter and RPI projects each had aggressive fixed budgets. Through collaboration with Charlotte Water staff and the Design-Build teams, Black & Veatch helped facilitate schedules and plans that delivered the projects on budget and reduced schedule while maintaining plant operation throughout. **The schedule on RPI was reduced by one year which was key to reducing cost. The filter project was completed in 2015 while the RPI is ongoing.**

### RELEVANCE TO THE AUTHORITY

- Owner's advisor
- Extension of staff services
- Delivery method advice
- Significant DB WWTP improvements
- Construction inspection
- Procurement support
- Progressive design-build
- Cost/schedule reviews
- Design/constructability reviews
- Permitting
- Schedule management
- Risk management
- Process piloting/optimization

### TEAM MEMBERS

Vincent Rea  
Julie Gloss  
Richard MacKenzie

### PROJECT DURATION

2010- Ongoing



## Water Supply Construction Management Services | 3rd Party CM

WAUKESHA WATER UTILITY | WAUKESHA, WI

The Waukesha Water Utility Great Water Alliance (GWA) potable water program consists of a supply pump station, a return line pipe station and a blending pump station with two 9M gallon ground storage tanks and a 1M gallon elevated storage distribution tank, one out fall aeration building along with 36 miles of 36-in ductile iron and HDPE pipe.

As a third party construction manager, Black & Veatch manages day-to-day contractor construction over site along with coordination with the owner and engineer of record. Black & Veatch authored and administered the pre-qualification process, performed multiple value engineering improvements, coordinated and negotiated all change orders, and reviewed schedules for baseline compliance.

All ductile iron pipe was double polyethylene encased with additional cathodic protection installed. The pump stations are located in metro city and industrial/residential areas in multiple city municipalities, with the out fall structure located in a rural area. The pipe work consists in industrial, residential and rural areas. There is 18 HDD activities in various locations under creeks, rivers, and wetlands totaling over 12,700 linear feet. There are 20 bore and jack locations with casing and carrier pipes totaling over 3,800 linear-feet. These are in major intersections, multiple railroads and a major interstate highway. Additionally, there are two crossing at four to 21-in or larger steel gas lines with pressures of 850 PSI each. Total project cost was estimated at \$300M.

### RELEVANCE TO THE AUTHORITY

- Construction phase engineering services
- Full-time construction inspection
- Scheduling support
- Public relations support
- Cost estimating support
- Schedule driven project
- Pipelines
- Pumps/pumping station
- Hydraulic modeling
- Electrical/I&C
- Water supply facilities
- Program management
- Owners agent/advisor
- Extension of staff services
- Delivery method advice
- Procurement support
- 3rd party CM of design-bid-build delivery project
- Regional water system

### TEAM MEMBERS

George Joyce  
Jim Cobb

### PROJECT DURATION

2018- Ongoing (anticipated completion Jan 2023)

# Peace River Reservoir 3 Approach

The basic set of available delivery methods is as follows:

**DESIGN-BID-BUILD:** Designer selected on qualifications with negotiated design fee. Contractor selected by low bid after design completion under a separate contract with Owner.

**DESIGN-BUILD (FIXED PRICE):** Design-build team selected through combination of qualifications and price, single contract with Owner. Price of design and construction set at time of contracting.

**PROGRESSIVE-DESIGN-BUILD:** Design-build team selected on qualifications, single contract with Owner. Price of design & preconstruction negotiated initially. Construction price negotiated after design progress.

**CMAR:** Designer selected on qualifications with negotiated design fee. Contractor selected on qualifications under separate procurement/contract. Construction price negotiated after design progress.

**HYBRIDS:** There are a wide range of hybrid methodologies and variations that can be utilized.

## PROJECT DELIVERY METHOD RECOMMENDATION

When selecting a delivery method for the PR3 project, and other projects in the program, we will engage the Authority in a selection process that considers the specific goals and drivers of that project. Relevant criteria will be prioritized in a workshop with the Authority. Black & Veatch will score the options, then lead a workshop with the Authority to make a selection. The optimal delivery method for the PR3 Project would best be selected through such a process. However, based on Black & Veatch’s experience on several recent reservoir projects, we think CMAR should be strongly considered. This would enable the Authority to continue with your selected designer while gaining the collaborative benefits of a designer and constructor working together during the design process.

- Design-phase VE and constructability reviews
- Early cost data & milestone updates for informed budget management
- Facilitates early equipment & material procurement

Black & Veatch has extensive experience with all project delivery methods, including more than 25 alternative delivery projects in Florida alone. Our company culture emphasizes effective collaboration and continuous innovative thinking, which are essential for gaining the full advantages collaborative delivery can offer. We will help the Authority select the most beneficial delivery method for each project and leverage our project delivery expertise to support successful implementation from design through construction.

As an integrated design-builder constructing more than \$2 billion in infrastructure annually, we can provide project delivery advice and support founded on a holistic industry perspective.

### A Few Delivery Method Considerations:

- Single point responsibility
- Risk mitigation
- Schedule acceleration
- Design-phase collaboration
- Inviting Innovation
- Level of design control
- Competitive pricing
- Encouraging competition
- Ability to choose preferred designer and/or builder
- No. of Procurements
- Cost-certainty
- Many others

### Meeting Critical Milestones

Black & Veatch has the capability to work in all major scheduling applications. While we are flexible to utilize whichever platform the Authority prefers, we do recommend standardization to support integrated program scheduling and coordination. We can help the Authority evaluate and optimize the overall program schedule considering factors such as:

- Managing system outages
- Meeting seasonal demand
- Managing staff resources
- Balancing cost allocation
- Meeting program milestones

Black & Veatch has the scheduling expertise to evaluate the designer/contractor’s initial and updated schedules in detail to confirm logic & dependencies and verify that the schedule reflects an achievable plan to meet critical milestones. We will also evaluate the schedule in assessing any time/cost claims, considering planned activities vs. actual, allocation of float, etc.



Our lead scheduler, Roberto Santiago, has 15 years of scheduling experience and the expertise to confirm schedule validity, recommend opportunities for acceleration, and evaluate claims.

As a \$2B per year contractor, Black & Veatch has the industry knowledge to spot early signs of schedule slippage and identify/recommend opportunities for schedule improvement.

### Involvement in Design Reviews

Black & Veatch will be involved in design reviews every step of the way and will collaborate with the Designer (and CMAR if engaged). When supporting design reviews in the role of OA, our focus includes:

- Value engineering reviews
- Constructability reviews
- O&M considerations
- Safety (construction & operation)
- Technical design quality
- Compliance with authority standards

As a highly ranked industry engineer for dams and reservoirs by ENR, Black & Veatch has the technical expertise to provide substantial value to the project through our design reviews. In addition, our depth of resources and all in-house engineering disciplines will provide timely reviews to keep projects on schedule.

Sr. Geologist Jeff Beriswill will serve as part of our design review team for the PR3 project.



- 36 yrs experience, expertise in dams & reservoirs
- Currently leading Construction Phase Engineering for SFWMD C-43 Reservoir
- Provided construction QA/QC for the Authority’s Reservoir No. 2

### Construction Cost Control

Construction Cost Control is perhaps the most critical element of meeting project budgets. The current labor shortages and challenges affecting the global supply chain amplify the need for effective cost control during construction. Black & Veatch’s CEI team includes 140 career-dedicated construction inspection professionals that receive extensive training and oversight founded on Black & Veatch’s 100+ years of infrastructure experience. We see our role as much more than checking for compliance with contract documents. Our inspectors work collaboratively as an integrated part of the construction team. We will leverage our construction role to control costs in the following ways:

- Continuously confirm construction quality to avoid rework
- Proactively suggest cost-saving options in collaboration with project team
- Expert change order evaluation/negotiation
- Closely monitor the schedule to avoid costly delays

Change order performance on 30 of the most recent Black & Veatch-led CM projects (from \$10-\$250M in construction value) averaged 3.5% of construction; well below the industry average of 5 to 8%.

## SEBASTIAN KULESZA, PE

### LEAD CONSTRUCTION MANAGER

Sebastian is a Senior Resident Engineer and Construction Manager within Black & Veatch's Water Business. He has more than 23 years of experience managing design and construction on Water and Power projects in the US and internationally. Sebastian will work collaboratively with the contractor to help identify risks and opportunities and remove obstacles in support of project delivery. In his role, Sebastian is responsible for:

- Management and coordination of design interface between contractors, client, project engineer and other design consultants
- Inspection of the pumping station including pumps, motors, VFDs, and associated mechanical piping
- Design and construction of access and plant roads
- Construction supervision and management
- Geometric design of proposed facilities including dams, channels, and roadways



#### EDUCATION

- MS, Civil Eng.

#### YEARS EXPERIENCE

23

#### PROFESSIONAL REGISTRATION

- PE - FL, AZ, IL, CA, S. Africa

### Project Experience

#### City of Chicago; Central Park Pumping Station Electrification; Chicago, IL

**Resident Engineer.** This project consists of converting the existing pump operation from steam to electricity, construction of new electrical facilities, and modifications of the pumping station facility, installing new motors, VFD's, Pumps, associated piping, and CI appurtenance.

- Performing compliance of all on-site activities with the CPM schedule, safety, cost, and quality.
- Preparing daily progress reports of activities and commodity installation.
- Preparing cost estimates for field changes.
- Monitoring of all additional work authorization requests, back charges, and contractor progress/final payment requests for acceptance.
- Writing responses to the Contractor's notices of potential claims.

#### Eskom Holding; 4800MW Kusile Coal Power Station in South Africa; Witbank, Gauteng, South Africa

**Lead Civil Engineer/Construction Manager - Black & Veatch.** - Design and construction management; Managed and coordinated all on-site subcontractor activities for compliance with the CPM schedule and enforced compliance with subcontract requirements; Coordinated the Construction Completion Walkdowns and the completed hand over of startup packages to the Startup Manager and supervised the closeout of all punch list items; Supervised civil construction packages; Carried out inspection, witnessed contractor activities, and ensured records maintenance; Construction supervision of the contractor's performed work, including water main, roads, reinforced concrete structures, foundations, earthworks, stormwater pipe and underground process piping installation.



## STEPHEN NELSON

### INSPECTOR

Stephen is a Civil Engineer with over four years' experience in the field. He was previously a Land Surveyor and has experience in construction layout, as well as inspections, and data collection. Stephen has experience with utility and water infrastructure construction management. Stephen has been involved with the design, permitting, and construction oversight of numerous Projects out of the Fort Myers, Florida office with primary focus on utility expansion and potable water infrastructure. Stephen is currently a liaison for Mosaic Fertilizer, LLC and is providing full time construction engineering & inspection services.



#### EDUCATION

- BS, Env. Eng.
- AS, Civil Eng.

#### YEARS EXPERIENCE

4

### Project Experience

#### City of Fort Myers | WTP Chemical Tanks and Coatings Replacement; Fort Myers, FL

**Construction Oversight.** Stephen was responsible for the review of contractor's submittals and request for additional information. Other responsibilities included the onsite observation of coating and tank installations, review of pay estimates, schedules, and change order requests.

#### City of Fort Myers | WTP Well P-19 Rehabilitation; Fort Myers, FL

**Construction Oversight.** Stephen was responsible for the oversight of the well rehabilitation during construction. Responsibilities included instructing the contractor of correct quantities of acid mixture batches to be administered. Making sure well discharges met FDEP water quality standards and monitoring well development post acidization by performing various water quality field testing.

#### PRMRWSA | Treatment Trains 5 & 6 Rehabilitation CPS; Lakewood Ranch, FL

**Design & Construction Oversight.** Stephen was involved throughout the entirety of the Project from initial design and permitting, to construction. Stephen provided Civil & Mechanical Engineering design support for site plan development, mechanical drive rehabilitation, pneumatic valve replacement, and granular sand filter cell rehabilitation. Stephen was also responsible for the construction management of the project which included facilitating bi-weekly progress meetings, performing site visits for engineering inspections and oversight, reviewing & responding to Contractor submittal's, RFI's, change orders, and pay applications.

#### Lee County | Fiesta Village WWTP RM Upgrade & Deep Injection Well and FMB WWTP Deep Injection Well #2; Fort Myers, FL

**Construction Oversight.** Stephen provided review of contractor's submittals and RFI's and attended construction progress meetings for the construction of a new multipurpose bi-directional 24-inch reclaim and reject watermain connection which links the FV & FMB WWTP's. Stephen led the initial phases of construction administration by establishing document management systems and assisting in coordination efforts with the Prime Consultant and contractors. Stephen helped facilitate contacts with private stakeholders and other utilities during the initial construction phases for both transmission main construction contracts.

## GABRIEL BISTUE, PE

### INSPECTOR

Gabriel is a Resident Engineer with Black & Veatch. During his career, he has served as designer, resident engineer and construction manager for water, wastewater and power plant projects in the US and internationally. His responsibilities include construction management; resident engineering; contract administration; field construction services and inspections; evaluation of design alternatives; conducting, reviewing, and supervising civil/structural design; preparing technical specifications; reviewing shop drawings and submittals; answering construction field requests and designing construction changes; coordination with other engineering disciplines; coordination with contractors and subcontractors.

#### Project Experience

##### South Florida Water Management District | C43 West Basin Storage Reservoir Project, West Palm Beach, FL

**Resident Engineer.** Responsible as the owner's resident engineer for the construction of a new embankment. The C43 West Basin Storage Reservoir Project is a new earthfill dam with an internal soil bentonite wall, seepage management features, and soil cement lining of the interior, with an estimated project construction cost of \$ 550 M. The project includes construction of approximately 19 miles of earthen embankment, 15 miles of perimeter canal, 14 water control structures, a 125 CFS pump station, 2 access bridges and other miscellaneous recreational features. Responsibilities include coordination of the resident engineering team, including sub-consultants which are part of the EDC (Engineering During Construction) team; coordination of design changes during construction with client and contractor; inspect construction of permanent features with an emphasis in water control structures; interpretation of construction drawings and specifications; answer RFIs and NCRs; review of shop drawings; review of change orders and value engineering change proposals; and review of QA/QC project program.

##### San Francisco Public Utilities Commission | Calaveras Dam Replacement Project, Sunol, CA

**Deputy Construction Manager.** Responsible as a member of the owner's construction management team for the construction of a new dam. The Calaveras Dam Replacement Project is a new zoned earth and rock fill dam with a structural height of 220 ft, a crest length of 1200 ft, and an estimated project cost of \$ 810 M. The new dam includes a reinforced concrete spillway and stilling basin, intake/outlet shaft tower, three intake adits, 78--in diameter outlet pipeline, stream maintenance structure and two electrical buildings. Responsibilities include management of the construction contract; coordination of sub-consultants, which are part of the CM team; coordination of design changes with client and designer; review construction progress; review of change orders and value engineering change proposals; coordinate staffing plans with client and upper management; and manage client's operations group change requests.



#### EDUCATION

- ME, Construction Engineering & Management

#### YEARS EXPERIENCE

26

#### PROFESSIONAL REGISTRATION

- PE - CA, IN

#### PROFESSIONAL ASSOCIATIONS

- American Society of Civil Engineers



## C-43 West Storage Reservoir Civil Works

SOUTH FLORIDA WATER MANAGEMENT DISTRICT (SFWMD) | WEST PALM BEACH, FL

The South Florida Water Management District selected Black & Veatch to provide engineering during construction (EDC) services in the construction of the C43 West Basin Storage Reservoir Civil Works Project. This project included an earthfill dam with an internal soil bentonite wall, seepage management features, soil cement lining of the interior, five structures through the embankment, a perimeter canal with six water control structures and three bridges, and a small irrigation pump station.

Black & Veatch examined design-critical components throughout construction and performed other tasks and reported to the District Engineering Project Manager (EPM), or the District's designee, while working closely with the Construction Management firm.

Black & Veatch provided project management and coordination, including the following services:

- Provided on-site representatives to periodically observe and report design-critical components and provided technical assistance when requested by the District.
- Reviewed and assisted the District in responding to shop drawings submittals, requests for information, requests for clarification, requests for proposals, change orders, field orders, value engineering proposals and submittals.
- Worked with the quality management team and reviewed testing results, quality control and quality assurance manuals and programs, surveys, as-built drawings, close-out documentation, and other documents prepared by the contractor, the CMS firm, EDC firm and the quality management team.

### RELEVANCE TO THE AUTHORITY

- Construction phase engineering services
- Full-time construction inspection
- Scheduling support
- Geotechnical consultation
- Cost estimating support
- Schedule driven project
- Pumps/pumping station
- Dam/reservoir
- Electrical/I&C
- Water management facilities
- CMAR

### TEAM MEMBERS

George Joyce  
Gabriel Bistue  
Jeff Beriswill  
Jon Dinges  
Julie Gloss

### PROJECT DURATION

2019- Ongoing (anticipated completion 2023)



## Fiesta Village WWTP Reclaimed Water Transmission Main

LEE COUNTY UTILITIES | FORT MYERS, FL

Black & Veatch was hired to perform preliminary design, detailed design, permitting, bid-phase, and construction administration services for a bi-directional Reclaimed Water (RCW) transmission main interconnect between the LCU Fiesta Village WWTP and the Fort Myers Beach WWTP.

The project included approximately 4.3 miles of 24" RCW transmission main, and features several horizontal directional drill crossings of some of the major roadways along the route to preserve traffic. One of the directional drills that is currently under construction is 2,900 LF of 30" HDPE along the heavily congested Summerlin Boulevard. The project also included FPL easement acquisition and permitting support, as well as FDEP and LCDOT permitting. At the request of LCU, the project was split up into two separate RCW pipeline contracts (Phase 1 RCW and Phase 2 RCW), both of which were bid in 2021 and are currently under construction. In response to an SFWMD Alternative Water Supply grant funding deadline, the final design, bidding, and construction phases of this \$9,620,000 transmission main has been fast-tracked in order to comply with the funding deadline.

Black & Veatch provided expedited shop drawing submittals and multiple timely RFI responses associated with both of the simultaneous pipeline construction projects in order to ensure that the installation of over \$2M of transmission main is completed by the September 30, 2022 SFWMD grant funding deadline. One RFI resulted in working with the Contractor and LCU to revise one open cut segment to an alternative HDD segment to save LCU time and money. Other expedited RFI responses such as pipeline flushing and restrained joints extents were resolved under both construction projects.

### RELEVANCE TO THE AUTHORITY

- Pipelines
- FPL property easement acquisition assistance
- FDEP, LCDOT, and FPL permitting
- Procurement support
- Construction services
- Construction inspection
- Design-bid-build
- Land acquisition
- Delivery method advice

### TEAM MEMBERS

Mike McGee  
Mark Martin  
Stephen Nelson  
Steve King  
Andy Westfall

### PROJECT DURATION

2019- Ongoing (anticipated completion end of 2022)



## Treatment Trains 5 & 6 Rehabilitation Construction Phase Services

PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY | LAKEWOOD RANCH, FL

Black & Veatch was selected to provide construction phase engineering services (CPS) for this project to extend the useful life of Treatment Trains 5 & 6 (Plant 3) and to maintain a high standard of reliability and performance for this critical regional WTP facility. The main elements of this project include:

- Concrete repairs and coatings to Plant 3 process structures
- Filter media replacement and underdrain repairs to six filters
- Replace all automatic filter valves and actuators (qty 56)
- Refurbish SCU 5 & 6 rake drives & replace SCU mixer drives
- New PLC for Plant 3 filters
- Other miscellaneous repairs/refurbishments

Black & Veatch provided strategic CPS Services that included construction management and administration, fast-tracked shop drawing reviews for the long-lead items such as valves/actuators and SCU equipment, and strategic engineering inspections timed to verify unit price quantities and associated pay requests. Expertly worked with the Authority and contractor to execute seven Work Change Directives that added improvements which were implemented and yet still resulted in a final construction cost that will result in over \$150,000 in savings to come in significantly under the \$3.5M contract price.

### RELEVANCE TO THE AUTHORITY

- CEI services
- Realized significant construction cost savings (despite additions to the construction work)
- Water treatment facilities
- Electrical/I&C
- Construction services
- Construction inspection
- Procurement support
- Design-bid-build
- Regional water system

### TEAM MEMBERS

George Joyce     Mike McGee  
 Mark Martin     Julie Gloss  
 Andy Westfall     Steve King  
 Stephen Nelson

### PROJECT DURATION

2021- Ongoing (Anticipated completion August 2022 )

#### CEI Challenges:

- Schedule challenges with delivery delays of valves/actuators.
- In response to meeting Regional demands, the Authority suspended construction work to startup Plant 3 and which extended the Contract Time by 6 additional months. Despite these challenges, Black & Veatch performed efficient CPS services to come in under our CPS budget.



## Central Park Pump Station Electrification

CHICAGO DEPARTMENT OF WATER  
MANAGEMENT | CHICAGO, IL

Under a task order contract for construction management services applicable to water facilities and pipeline projects, Black & Veatch was selected for the first task order under the agreements, which is also the largest project currently being executed under these agreements. The project is a \$98M construction value project consisting of pumping unit rehabilitation, conversion of station power from steam generation to electric power supply with standby diesel generator units, and related facility improvements.

The project schedule extends over a four-year duration and includes multiple distinct phases related to maintaining water supply to the service area through a phased program of pumping units, power supply, and related improvements.

Black & Veatch is providing a full-time Resident Engineer supported by inspectors from subconsultant partners. The Resident Engineer provides coordination of submittals, requests for information, claims, etc. with the Design Engineer (under separate contract), and with the Chicago Department of Water Management's program team.

Our Resident Engineer also provides schedule review, moderation of progress meetings, and facilitates permitting coordination with the Contractor, City, and Design Engineer.

### RELEVANCE TO THE AUTHORITY

- 3rd party CM services
- Subconsultant management
- Pumps/pumping station
- Water supply facilities
- Program management
- Owner's agent/advisor
- Extension of staff services
- Construction services
- Construction inspection
- Procurement support
- Public engagement

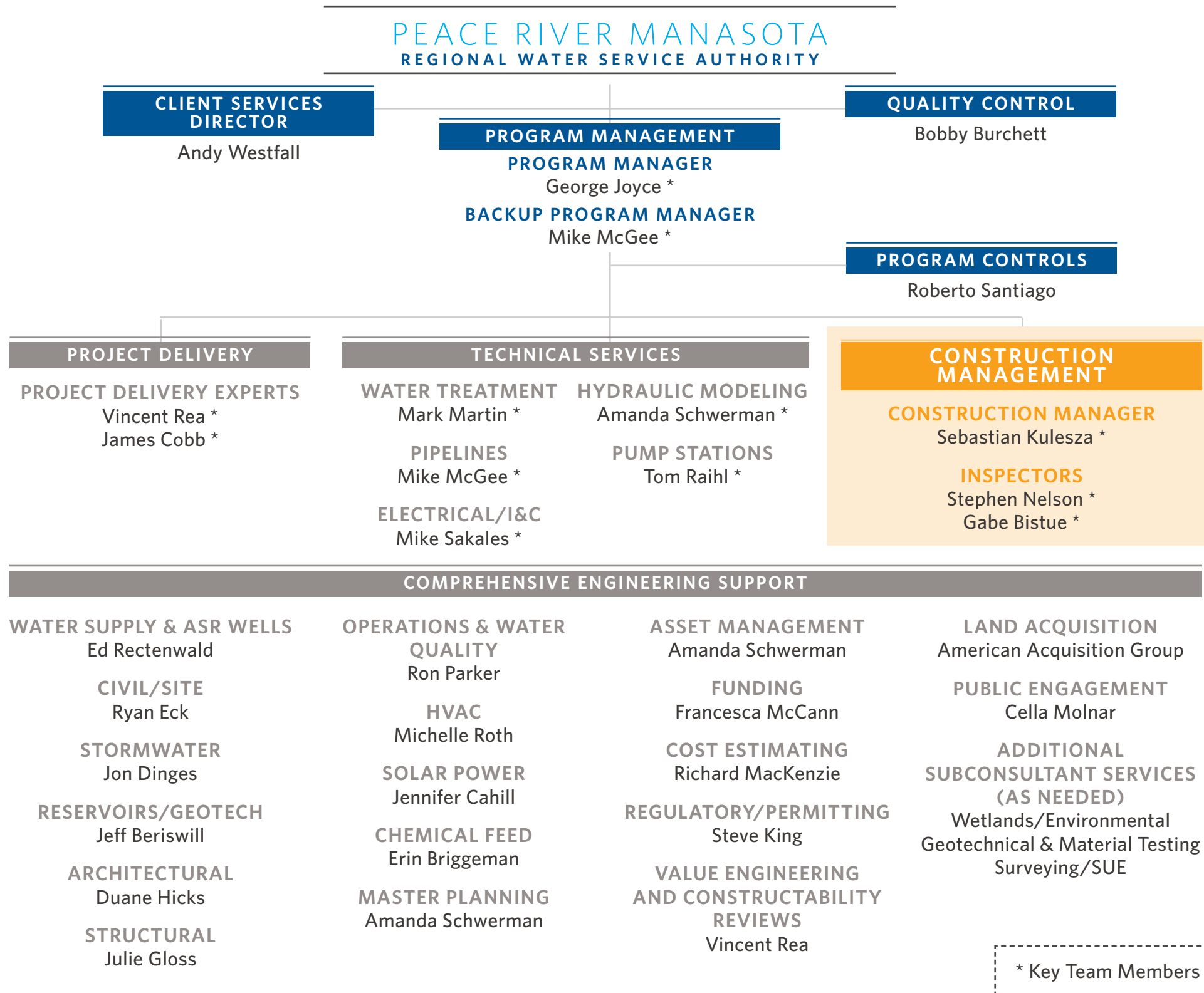
### TEAM MEMBERS

George Joyce  
Jim Cobb  
Sebastian Kulesza

### PROJECT DURATION

2018- Ongoing

# Organization Chart



## Subconsultants

### American Acquisition Group, LLC (AAG) | Land Acquisition

AAG is a full-service right-of-way firm providing acquisition, relocation, and appraisal services for numerous public, semi public and private sector clients throughout the southeastern US for transportation, pipeline, and utility right of way.

### Cella Molnar & Associates | Public Engagement

Since 1996, this State of Florida MBE, FDOT DBE, and VDMBE certified public information firm has developed and conducted over 300 successful public involvement and outreach programs in both Florida and Virginia. They have established excellent working relationships in local government and planning and permitting agencies.

### Additional Services As Needed

We recognize that the some assignments may require the support of a specialty subconsultant beyond those named above. When needed, Black & Veatch will gladly engage additional subconsultants, such as for surveying, geotechnical, or environmental. We will select such firms based on location, cost, availability, safety, and successful track record with the Authority.

## Phase 3C/CEI Approach

### CEI QUALIFICATIONS AND EXPERIENCE

Black & Veatch has over 150+ dedicated CEI personnel that are managed out of our Tampa office by George Joyce, our proposed Program Manager. Staffing is managed through a resource management platform called Tempus for forecasting and capacity planning.

This group is career-focused and trained specifically for RPR services. Providing construction engineering and inspection services for a large diameter pipeline project like the Phase 3C, 10-mile long 42-in diameter pipeline requires unique skill sets from a consultant that can provide the engineering, inspection, and construction experts needed to deliver a successful project. As a global firm with a deep bench of local professionals, Black & Veatch has provided the Authority and other

utilities in the region full-service construction management systems and processes that have resulted in quality construction and effective coordination while fostering a collaborative relationship with all stakeholders. Our team includes construction support personnel to monitor schedules, budgets, and constructability during construction and post construction support personnel to facilitate a smooth transition through facility start-up and commissioning. Should any issues arise that require technical support, our experienced team includes professionals with expertise in engineering water and wastewater infrastructure, including civil, electrical, mechanical, and structural engineers, with the ability to resolve any issues.

### OVERALL PHASE 3C APPROACH

Our team's effort would be based on Sebastian Kulesza as lead construction manager and two full time inspectors assuming the contractor will have two concurrent installation crews. Staffing levels may vary based on the Contractor schedule and we are prepared to staff all shifts to support day or night operations.

Once mobilized, the inspectors will be available full-time and co-located with the Authority's Project Manager. The CM and inspectors shall enforce the permit elements of the contract and report any issues to the Authority's PM. Our team will support the Authority in maintaining relationships built with regulatory agencies to facilitate quick delegation of agency questions and quick resolution to challenges posed during construction. Our team will notify the Authority of any failure of the Contractor to conform to the Contract Documents and offer solutions to remedy non-conformance areas.

#### Commitment to Quality and Safety

Our team works collaboratively with contractors to promote quality, safety, support public communication, and proactively identify/mitigate project risks.

**Change order performance on 30 of the most recent Black & Veatch-led CM projects (from \$10-\$250M in construction value) averaged 3.5% of construction; well below the industry average of 5 to 8%.**



**GLOBAL EXPERIENCE | LOCAL DELIVERY:** Within the last three decades, Black & Veatch has designed more than 50 million linear feet of pipelines and 184 thousand linear feet of tunnels across the United States.



Just as important to achieving a long-lasting product is inspection of material upon delivery, care and handling of the steel pipe on site and our inspectors are empowered to reject substandard and damaged materials.

Daily logs and documentation of material testing results will be performed in Procure, our standard project management information system, allowing for secure, digital storage in the cloud that is accessible to the Authority and Contractor at no expense to the Authority. An initial baseline schedule review will be performed on the contractors schedule with suggestions provided for improvement, followed by bi-weekly update reviews and any time impact analyses conducted as necessary.

We aim to achieve your March 2025 deadline similar to how we provided fast-track delivery on Midland, TX T-Bar Pipeline project detailed to the right. Our team will assist the Authority in evaluating the delivery method(s) that best achieve your goals whether they be schedule, cost or public engagement. Proposed recommendations may include pre-purchase of materials to combat the challenges owner's face today with material, equipment, and labor availability.

## FAST-TRACK DELIVERY

*Black & Veatch successfully implemented a fast-track delivery approach for the \$150M T-Bar Well Field Development and Delivery Pipeline project in Midland, Texas. Lessons learned will be applied to help the contractor team identify opportunities to expedite the schedule on your Phase 3C project.*

Our team was part of a public-private partnership in a joint venture with Garney Construction. The partnership was contracted to address emergency water shortages for Midland. Black & Veatch led an aggressive 18-month schedule to complete the design and construction of 60-miles of 48--in pipeline, C200 steel and C303 bar-wrapped concrete cylinder pipe.

Black & Veatch's approach included P&IDs, hydraulic calculations, and pipeline routes being finalized two months into the project. We procured pipe and pumps early, and kept the schedule on track for a 12-month design-build completion. **Very few CEI consultants are also design-build contractors. Black & Veatch brings this expertise to our CEI projects and can support design-build teams in making critical decisions early that result in schedule and cost savings.**



## AMANDA SCHWERMAN, PE

### HYDRAULIC MODELING

Amanda's experience is focused on water and wastewater-related planning projects. Her expertise lies in water and wastewater hydraulic modeling, but she has experience with process/mechanical design as well. She is involved with professional societies including chairing the WEF Collections System Committee's workshop group, working on the WEF Envision Task Force, participating with AWWAs Engineering Modeling Applications Committee (EMAC) and M32 Updates, is a Trustee and the Membership Chair for WaterReuse Florida and is a certified Envision Sustainability Professional.

#### Project Experience

##### Tampa Bay Water | System Engineer, Enhanced Surface Water System Hydraulic and Transient Analysis; Tampa, FL

**Engineering Manager.** Provided professional services to perform a surge (a.k.a. transient or water hammer) analysis of the existing Enhanced Surface Water System (ESWS) using Bentley's HAMER. The primary objective of the project was to assess transient impacts resulting from several trigger events such as an emergency shutdown, pump startup and valve closure. Transient improvement measures such as pump control valve optimization, combination air/vacuum valve (CAV) optimization, surge anticipator/relief valves, rupture disks and elevated tanks were analyzed. The ESWS consists of five pump stations, three additional supply sources, 120 mgd of flow, and a reservoir.

##### DeSoto County/Peace River Manasota Regional Water Supply Authority | DeSoto County Water System Assessment; Arcadia, FL

**Engineering Manager.** Desoto County and Peace River Manasota Regional Water Supply Authority contracted Black & Veatch to complete a Water System Assessment. Tasks included: water quality considerations, operational strategies to improve system monitoring and flushing maintenance, standard operation procedures (SOP) recommendations for the County's consideration, and updating the hydraulic/water balance of the system.

##### City of North Port | Water Master Plan and Water Supply Facilities 10-Year Work Plan; North Port, FL

**Lead Planner and Hydraulic Modeler.** Black & Veatch is completing a Water Master Plan and Water Supply Facilities 10-Year Work Plan including hydraulic model updates, and capital improvement planning. The 10-Year Work Plan included assessment of the water supply sources and demands over the next ten year planning horizon, and ensured consistency with the City's Comprehensive Plan as well as the SWFWMD 2020 Regional Water Supply Plan.



#### EDUCATION

- MS, Env. Science and Eng.
- BS, Engineering

#### YEARS EXPERIENCE

17

#### PROFESSIONAL REGISTRATION

- PE - 2010, FL, #70751

#### PROFESSIONAL ASSOCIATIONS

- AWWA (Engineering Modeling Applications Committee and M32 Update Contributor)
- WEF (Collections Systems Committee, Workshop subcommittee Vice Chair)

## MIKE McGEE, PE, BCEE

### PIPELINES

Mike has over 31 years of experience in design, permitting, and construction phase services engineering of water distribution systems, reclaimed water and wastewater conveyance systems, and pumping stations and storage facilities. He is a recognized technical expert in horizontal directional drilling (HDD) and has successfully designed, permitted, and supported construction of over 90 HDD's in Florida over the past 17 years. His experience includes projects involving the installation of more than 100 miles of water, wastewater, and reclaimed water pipelines in Florida ranging in size from 8 to 66-in.

#### Project Experience

##### Charlotte County Regional Reclaimed Transmission System; Port Charlotte, FL

**Project manager and design engineer.** Performed design, permitting, bidding, and construction phase services for this \$11M CCU reclaimed water (RW) transmission main project encompassing over 16 miles of transmission main, bulk metering facilities, and two intermediate RW booster pumping and storage facilities. Led CEI services for 3 separate construction contracts.

##### Lee County Utilities | Fiesta Village WWTP Reclaimed Water Transmission Main; Ft. Myers, FL

**Engineer of Record.** Led design, permitting, bidding, and CEI services for this 4.3 mile long 24" RCW transmission main, which featured several horizontal directional drill (HDD) crossings of the major roadways such as a 2,900 LF 30-in HDD. One HDD that is currently under construction is along heavily congested Summerlin Boulevard. The project also included FPL easement and other land acquisition support efforts. The project was split into two separate RCW pipeline contracts, both of which were bid in 2021 and are currently under construction. In response to an SFWMD Alternative Water Supply funding deadline of September 30, 2022, the final design, bidding, and CEI services for this \$9,620,000 transmission main were fast-tracked.

##### City of Ft. Myers | Central AWWTP Trunk Main Replacement and Raw Water Transmission Mains; Ft. Myers, FL

**PM and Engineer of Record.** Led all aspects of detailed design, permitting, and construction phase services for this \$21 million sanitary sewer 42"/36" trunk main replacement project that also included several 36" force mains that were installed via HDD under the railroad. Mike also led the Black & Veatch team in all aspects from design through construction of multiple raw water transmission main extensions totalling over 19,500 LF and ranging from 12" - 24" diameter, two of which are currently under CMAR construction.



#### EDUCATION

- MS, Civil Eng., Env.
- BS, Mechanical Eng.

#### YEARS EXPERIENCE

31

#### PROFESSIONAL REGISTRATION

- PE - 1991, FL, #44055
- BCEE

#### PROFESSIONAL ASSOCIATIONS

- Peace River Engineering Society - Past President
- WEF
- AWWA

## TOM RAIHL, PE, CCM

### PUMP STATIONS

Tom has worked for 34 years in the environmental industry as everything from a construction inspector through construction manager. He has also worked on the design side starting as a design engineer through design manager. Tom has worked on projects of varying sizes, ranging in value from \$30M to \$450M. Tom currently supports the North Miami Beach Capital Program as their construction manager.

#### Project Experience

##### City of Ontario | Ashbridges Bay WTP; Ontario Canada

**Construction Manager.** Performed a detailed Value Engineering study of the proposed plant upgrade including evaluation of a new chlorine gas disinfection system and new pump station.

##### City of North Miami Beach; Construction Program Management; North Miami Beach FL, United States

**Construction Program Manager - Black & Veatch.** The program in North Miami Beach is staff augmentation running the linear and horizontal construction programs for the City's Director of Construction. Includes supervising all construction personnel, reviewing all projects in construction, administering payments, claims, correspondence and performing constructability reviews for all upcoming projects. The most unique project is the Progressive Design Build at a Budget for the Norwood WTP Rehabilitation. This plant is a 24MGD water plant that needs a complete renovation and is using a unique delivery system.

##### New York City Department of Environmental Protection | Manhattan Pump Station Contract 40; Manhattan, NY

**Design Engineer and Resident Engineer.** Responsible for all aspects of construction for the 400 mgd Manhattan Pump Station including coordination with 17 different City Agencies, private entities, and utilities for NYC's largest Pump Station which just happens to be built on a 100'X200' footprint with a grade school, a day care center, a church, the City's largest power transformer yard, and high rise apartment buildings immediately adjacent to the project. The Contract required the installation of a new 6MW Diesel Powered Interim Emergency Power System; installation of new permanent 10MW Gas Turbine Emergency Power System; installation of 5-2,500 HP mixed flow impeller Main Sewage Pumps, Installation of a completely new structure above ground while keeping all existing facilities fully operational; installation of a new 5kV power distribution system; installation of new screening equipment; and installation of new ventilation and controlled environment electrical rooms.



#### EDUCATION

- BS, Marine Engineering, Diesel and High-Pressure Steam Power Systems

#### YEARS EXPERIENCE

40

#### PROFESSIONAL REGISTRATION

- PE - 2016, FL, #81489
- PE - CT, NY
- Certified Construction Manager

#### PROFESSIONAL ASSOCIATIONS

- WEF
- AWWA

## MICHAEL SAKALES, PE

### ELECTRICAL/I&C

Michael's electrical design experience includes low and medium voltage power distribution, motor controls, lighting design, lightning protection, grounding, fire alarm, industrial control systems and logic development. He has designed and managed projects in many industries including movable bridges, warehouses, wastewater treatment plants, pumping stations, toll plaza buildings, administrative buildings, gantry structures, medium voltage distribution, steam plants, vehicle maintenance facilities, airfield lighting vaults and security facilities.

#### Project Experience

##### Naval Facilities Engineering Command (NAVFAC) SE WWTP Upgrade, Naval Air Station (NAS) | Key West, FL

**Electrical Design Engineer.** Preparation of design-build documents for upgrading the existing 0.4-mgd wastewater treatment plant. Prepared documents describing the scope of electrical and controls work required for the upgrade. Scope of work included demolition of electrical equipment feeding pumping/wastewater systems to be removed, replacement of electrical equipment feeding existing pumping/wastewater systems, and installation of new motor control centers and power distribution equipment to provide power to new pumping/wastewater systems.

##### Naval Facilities Engineering Command (NAVFAC) Southeast | Lift Station 286 Upgrading, Naval Station (NS) | Mayport, Jacksonville, FL

**Electrical Design Engineer.** Design-bid-build project to upgrade this station that serves the eastern portion of the base. Assisted in the electrical design and drawing production. Developed the control panel wiring diagram for the telemetry control unit to allow communications to a remote location. Assisted in panel design and layout. Also provided QA/QC.

##### NASA | Central Campus Solar Plant Addition; John F. Kennedy Space Center (KSC), FL

**Engineer of Record.** The scope of this project includes the design of a solar plant with ultimate build out capacity approaching 2MW. The project includes two separate solar plant installations each with an inverter and controls building, two inverters, two solar array fields, DC combiners, PLC based controls, intertie protective relay, medium-voltage (480V - 13.2kV) step-up transformer and medium-voltage (13.2kV) switchgear to implement intertie with the Florida Power and Light (FPL) medium-voltage grid. Post design services were also included.

##### FDOT | Cocoa-Brevard Operations Complex | Brevard County, FL

**Degreed Electrical Designer.** Revised Design-Build Request for proposal to represent LEED requirements for new construction of an administration building, vehicle/sign/warehouse building, fuel island, and storage buildings.



#### EDUCATION

- BS, Electrical Engineering
- AA

#### YEARS EXPERIENCE

20

#### PROFESSIONAL REGISTRATION

- PE - FL, 2008, 67588

## MARK MARTIN, PE

### WATER TREATMENT

Mark has a depth of experience in a variety of engineering projects, including water treatment plants, pumping stations, and pipelines. His involvement in these projects has included feasibility studies, facility design and construction services. His position as a Senior Project Manager has led to his involvement in over 30 water treatment plant design projects with the task of providing technical design input and managing multiple engineering design staff members.

#### Project Experience

##### Peace River Manasota Regional Water Supply Authority | Trains 5 & 6 Rehabilitation; Arcadia, FL

**Project Manager.** Responsible for design and construction phase services for the rehabilitation of the 12 mgd Plant 3 (trains 5 & 6). Rehabilitation included concrete repairs and coatings, filter media replacement and underdrain repairs, filter valve and actuator replacement, SCU mixer and drive refurbishment and new filter PLCs.

##### Peace River Manasota Regional Water Supply Authority | 1991 Rebuild; Arcadia, FL

**Engineering Manager.** Responsible for preliminary and final design of water treatment improvements at the 48 mgd Peace River Facility. The 12 mgd Plant 1 train is 35 years old and in need of rehabilitation and capital upgrades. Design included repair of all concrete structures, equipment for the solids contact units, replacement of filter media, wash water troughs and surface wash system in the filters, replacement of all piping and valves, new transfer pump, new high service pumps, new chemical feed systems and a new prestressed concrete ground storage tank. Also, served as resident engineer during construction.

##### City of Fort Myers | Engineer of Record for the Water Treatment Facility; Fort Myers, FL

**Project Manager.** Responsible for managing multiple, various projects at the City's 12 mgd water treatment plant. Projects include rehabilitation of existing water supply wells, renewal of permits, facility planning studies, treatment evaluations and design and construction of new water supply wells, new raw water transmission mains, new chemical storage tanks, replacement of degasifiers, and storage tanks and pumps.

##### Island Water Association | Raw Water Header Piping Replacement; Sanibel, FL

**Project Manager.** Responsible for design of the replacement of the raw water piping to the cartridge filters and RO membrane feed pumps for the 5.99 mgd water treatment plant.



#### EDUCATION

- BS, Civil Engineering

#### YEARS EXPERIENCE

35

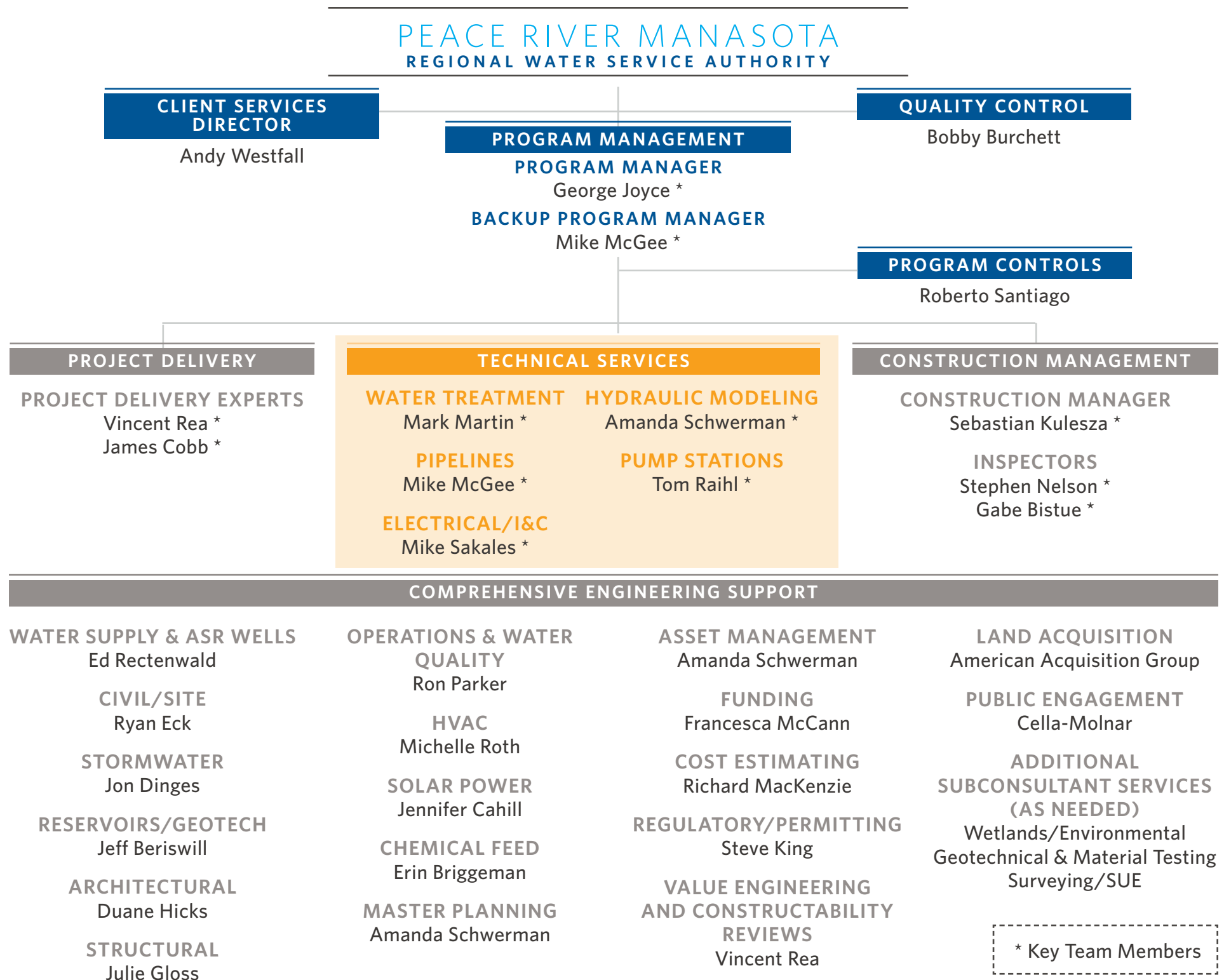
#### PROFESSIONAL REGISTRATION

- PE - 2007, FL, #67272
- PE - MI

#### PROFESSIONAL ASSOCIATIONS

- AWWA
- WEF

# Organization Chart



## Subconsultants

### American Acquisition Group, LLC (AAG) | Land Acquisition

AAG is a full-service right-of-way firm providing acquisition, relocation, and appraisal services for numerous public, semi public and private sector clients throughout the southeastern US for transportation, pipeline, and utility right of way.

### Cella Molnar & Associates | Public Engagement

Since 1996, this State of Florida MBE, FDOT DBE, and VDMBE certified public information firm has developed and conducted over 300 successful public involvement and outreach programs in both Florida and Virginia. They have established excellent working relationships in local government and planning and permitting agencies.

### Additional Services As Needed

We recognize that the some assignments may require the support of a specialty subconsultant beyond those named above. When needed, Black & Veatch will gladly engage additional subconsultants, such as for surveying, geotechnical, or environmental. We will select such firms based on location, cost, availability, safety, and successful track record with the Authority.



## System Engineer – System Configuration I & II Expansion Programs

TAMPA BAY WATER | TAMPA, FL

Black & Veatch served as TBW's Owner Engineer from 1998 to 2017. Under this contract, Black & Veatch has been involved in an extensive regional water supply program, which has included management of a \$1.4 billion capital improvement program. Black & Veatch provided planning, financial, engineering and construction management services on many water supply, treatment, pumping, and pipeline projects. Some assignments related to hydraulic/system analysis and PS design are described below:

- **Hydraulic Analysis and Modeling.** Developed, updated, and calibrated hydraulic model. Performed hydraulic analysis of hundreds of operating scenarios, including system optimization, expansion, and emergency scenarios.
- **Water Quality Modeling.** Performed extended period simulations to predict the water quality (age and blend of supply sources) at the delivery points, for existing and future conditions.
- **Surge Modeling.** Developed transient surge models used to analyze potential transient pressure control issues and evaluate options to mitigate transient pressure issues.
- **Master Planning.** Master water planning activities including participation in public workshops, conceptual planning, and cost estimating for the program.
- **Pump Station Delivery.** Performed hydraulic analysis, program management services, and construction management to support 7 major new and expanded pump stations totaling approximately 500 mgd of new pumping capacity.

### RELEVANCE TO THE AUTHORITY

- Water treatment facilities
- Hydraulic modeling
- Surge modeling
- Pump stations and intakes
- Large diameter pipelines
- Above grade reservoir
- Technical support services
- Owner's agent for regional wholesale water provider
- Regional water system
- System analysis
- Water quality modeling
- Engineering support
- Value engineering
- Public engagement

### TEAM MEMBERS

Mark Martin  
 Amanda Schwerman  
 Andy Westfall  
 Bobby Burchett  
 Vincent Rea  
 Ryan Eck  
 Ron Parker  
 Richard MacKenzie  
 Steve King

### PROJECT DURATION

1998- 2017





## New Booster Pump Station & Potable Water Transmission Mains

CITY OF VENICE, VENICE, FL

In response to rapid growth in the eastern portion of the City's service area, Black & Veatch was hired to perform preliminary design, detailed design, permitting, bid-phase, construction administration, and resident engineering services for the City's New Potable Water Booster Pump Station (BPS) and associated potable water transmission main improvements.

Planning, Design, and Permitting have been completed, with bid advertisement imminent. This site will feature a 2MG ground storage tank, pump station building, emergency generator, 280 kW solar power generation system, and associated berm and landscape improvements to shield these utility improvements from the neighboring residential communities on this greenfield City parcel east of I-75 in vicinity of Knight's Trail Road and Laurel Road.

The Potable Water Transmission Mains PDR involved a pipeline route study for over 15,000 linear feet of 16" PVC transmission main improvements as well as a bi-directional emergency potable water interconnect station with Sarasota County. The transmission main design features a combination of open cut and HDD and Jack & Bore trenchless construction methods, including use of fusible PVC for the multiple HDD's.

Proposed improvements also include fiber optic extension to this new BPS site from Laurel Road. Easement acquisition assistance is in progress. This administration facilities are designed to serve as an emergency operations headquarters, set up to support remote operation of the City's WTP and WWTP and accommodate up to 12 staff for an extended duration. The site incorporates upgraded architecture and landscaping as good-neighbor features.

### RELEVANCE TO THE AUTHORITY

- Design-bid-build (currently out for public bidding)
- Water transmission mains
- Water pump station
- Route/feasibility study
- Preliminary design
- Property easement acquisition assistance
- Hydraulic analysis
- Ecological/wetlands
- DOH, FDEP, SWFWMD, Sarasota County, & City of Venice permitting
- Public relations

### TEAM MEMBERS

Mike McGee  
 Stephen Nelson  
 Andy Westfall  
 Steve King  
 Amanda Schwerman  
 Ron Parker  
 Richard MacKenzie  
 Michelle Roth  
 Julie Gloss

### PROJECT DURATION

2019 - Ongoing



## Central AWWTP Trunk Main Replacement and Raw Water Transmission Mains

CITY OF FORT MYERS | FORT MYERS, FL

Our Pipelines Specialist, Mike McGee, served as Project Manager and Lead Design Engineer and EOR during construction for the City of Fort Myers' Central AWWTP Trunk Main Replacement project. Responsible for all aspects of detailed design, permitting, and construction phase services for this \$21 million sanitary sewer trunk main replacement project which involved construction of:

- Over 9,500 LF of upsized 42-in and 36-in PVC gravity sewer piping and many large manholes;
- One upsized master wastewater lift station with VFD's rated for over 3,300 gpm;
- Over 2,900 LF of 36-in PVC and HDPE wastewater force main piping;
- Over 9,400 LF small diameter potable and sewer pipelines.

The project also included two separate 36-in diameter wastewater force main directional bores under the Seminole Gulf Railroad along Palm Avenue and Market Street as well as over 900 linear feet of 24-in CIPP liner rehabilitation of a portion of the existing 24-in sanitary sewer main. The design and permitting services were led by Mike McGee while with a different firm, then the City hired Black & Veatch to provide CEI services under the final phases of CMAR construction of these pipelines.

Additionally for the City, Black & Veatch was the EOR responsible for all aspects of design through construction phase engineering services and CEI services for three separate raw water transmission main extensions that were constructed under three separate fast-track CMAR projects:

- Raw Water Transmission Main - Phase 5A: 7,250 LF/Diameters From 14-in to 24-in HDPE
- Raw Water Transmission Main - Phase 5B: 5,500 LF/20-in HDPE/ Including FDOT HDD crossing
- Raw Water Transmission Main - Phase 5C: 6,900 LF/Diameters from 12-in to 20-in HDPE

### RELEVANCE TO THE AUTHORITY

- Pipelines
- Hydraulic Modeling
- Water Supply Facilities
- Construction Services/ Inspection
- CMAR
- Land Acquisition
- Public Engagement

### TEAM MEMBERS

Mike McGee  
 Mark Martin  
 Amanda Schwerman  
 Stephen Nelson  
 Andy Westfall  
 Ed Rectenwald  
 Richard MacKenzie

### PROJECT DURATION

2018-Ongoing (anticipated completion Summer 2023)



## Oberly and Washington Terrace PS and Major Facility Electrical System Improvements

CITY OF ST. PETERSBURG | ST. PETERSBURG, FL

Black & Veatch provided services for improvements to the City's two potable water distribution pumping stations with a combined capacity of 94 mgd. Services included alternatives evaluation, hydraulic modeling, detailed design, permitting, procurement assistance, bidding services, and construction administration. Facility improvements included the following:

- Replacement of pump motors and MCCs and addition of pump VFDs
- Replacement of transformers
- Replacement of backup engine-generators and associated switchgear
- Replacement of the diesel-fuel system for generators
- Replacement of SCADA system serving all PS and the Cosme WTP
- Building renovations to create conditioned spaces for electrical
- Related structural, architectural, HVAC, and plumbing improvements

Black & Veatch has served as engineer of record from planning through construction and commissioning for numerous electrical system replacement/upgrade projects at the City's major treatment and pumping facilities, including:

- Cosme WTP Electrical Switchgear Replacement - 1996
- Washington Terrace Pump Station Improvements - 2012
- Oberly Pump Station Improvements - 2012
- Northwest WRF Electrical System Upgrade - 2015
- SWWRF Generator and Electrical Distribution Replacement - 2021
- NEWRF Generator and Electrical Distribution Improvements - Current

### RELEVANCE TO THE AUTHORITY

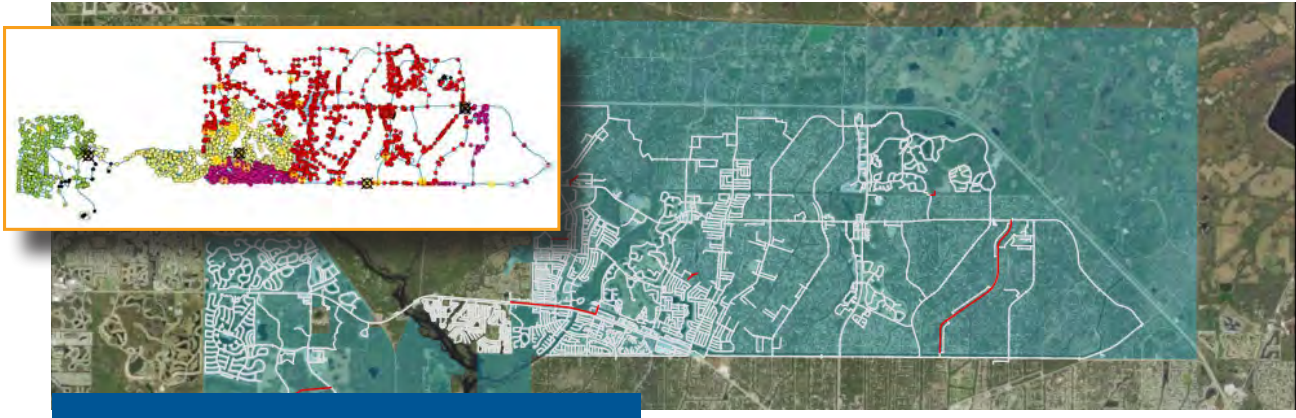
- Pumps/Pumping Station
- Hydraulic Modeling
- Electrical/I&C
- Water Supply Facilities
- Construction Services
- Construction Inspection
- Procurement Support
- Design-Bid Build
- CMAR
- Public Engagement

### TEAM MEMBERS

Andy Westfall  
 Bobby Burchett  
 Mike Sakales  
 Ryan Eck  
 Duane Hicks  
 Julie Gloss  
 Ron Parker  
 Michelle Roth  
 Richard MacKenzie  
 Steve King

### PROJECT DURATION

1996 - Ongoing



## Water Master Plan and Water Supply Facilities 10-Year Work Plan Updates

CITY OF NORTH PORT | NORTH PORT, FL

Black & Veatch is completing a Water Master Plan and Water Supply Facilities 10-Year Work Plan. As part of the Water Master Plan, Black & Veatch is performing the following tasks, and others not listed:

- Project management
- Site Condition Assessments at the WTP, booster pump stations and interconnects, including site visits, condition assessment scoring and detailed review with Owner
- Customer and Usage Projections, population projections, demand projections, spatial distribution of demands, system capacity analysis
- Water Main Renewal and Replacement Planning, Risk Prioritization (including dashboard development), Consequence of Failure assessment,
- Risk Framework and model
- Rehabilitation planning and decision tree development
- Hydraulic Model Update, Capital Improvement Planning
- Physical and Cyber Security Assessments
- Water quality data evaluation and distribution system water quality optimization, including water age and water flushing modeling.
- Evaluation and development of a report of the City's 10-Year Water Supply Work Plan. This report included assessment of the water supply sources and demands over the next ten year planning horizon, and ensured consistency with the City's Comprehensive Plan as well as the SWFWMD 2020 Regional Water Supply Plan. This project also summarizes the City's Potable Water Capital Improvements Program for the next 10 years.

### RELEVANCE TO THE AUTHORITY

- Pipelines
- Water treatment facilities
- Electrical/I&C
- Water supply facilities
- Pumps/pumping station
- Hydraulic modeling
- Water quality modeling
- Cyber security
- Water supply planning
- Capital program planning
- R&R planning

### TEAM MEMBERS

Mark Martin  
 Mike McGee  
 Amanda Schwerman  
 Andy Westfall  
 Steve King  
 Ron Parker

### PROJECT DURATION

2021-Ongoing



## 1991 Rebuild

### PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY |

Black & Veatch provided engineering services to the Authority to support widespread improvements to the Peace River Facility Trains 1 and 2 with a treatment capacity of 12 mgd. Improvements implemented included structural, mechanical, process, chemical feed, electrical, and instrumentation upgrades to replace aging infrastructural and enhance operations. Improvements included:

- Overhauling filters with new media, backwash system, and structural repairs
- Replacing/upgrading alum, caustic, polymer, and powder activated carbon chemical feed systems, including new storage, pumping, and feed piping.
- Replacing two high service pumps and a finished water transfer pump
- Structural and piping rehabilitation throughout the facility
- Extensive electrical system upgrades including replacement of electrical distribution switchgear, replacement of incoming transformers, upgrades to MCCs, new filter complex control panels, extensive replacement and addition of electrical duct bank, conduit and cable throughout the facility, and control system upgrades.

Working under a fast-track schedule, the design team completed the preliminary design in only five weeks and delivered the complete facility design in only four months. The final project cost was below the OPCC and the Authority's budget.

Services by Black & Veatch included alternatives evaluation, preliminary and detailed design, permitting, bid phase services, and CEI services. Black & Veatch provided full-service CEI services including review of shop drawings, schedule, and payment application, RFI response, change order negotiation, and full-time on-site construction inspection.

### RELEVANCE TO THE AUTHORITY

- Water treatment facilities
- Pumps/pumping station
- Hydraulic modeling
- Electrical/I&C
- Owner's agent/advisor
- Delivery method advice
- Construction services
- Construction inspection
- Design-bid build
- Regional water system
- Regulatory/permitting

### TEAM MEMBERS

Mike McGee  
 Mark Martin  
 Andy Westfall  
 Bobby Burchett  
 Ryan Eck  
 Ron Parker  
 Richard MacKenzie  
 Steve King

### PROJECT DURATION

2013- 2015

CRITERIA 5 & 6: KEY STAFF CHART

KEY STAFF	KEY STAFF ROLE ON AGENT'S TEAM	YEARS OF EXP	ASSIGNED OFFICE CITY/STATE	Program Manager Reference Projects				Project Delivery Reference Projects				Construction Engineering & Inspection Reference Projects				Technical Services Reference Projects				
				Cape Coral Utility Extension Program (UEP)	Tampa Bay Water Integrated Program Management Contract	Denver Water Gross Reservoir Expansion Program	Fort Myers Engineer of Record Program for Water Treatment	Tampa Bay Water Surface Water Treatment Plant Expansion   DB	Pasco County Embassy Hills WWTF Improvements   CMAR	Charlotte Water McAlpine Creek WWTP   DB	Waukesha, WI Water Supply CMS   3rd Party CM	SFWMD   C-43 West Storage Reservoir Civil Works	Lee County Fiesta Village WWTP Reclaimed Water TM	PRMRWSA Trains 5 & 6 Rehabilitation CPS	Chicago Central Park PS Electrification	Tampa Bay Water System Engineer	Venice New Booster PS & Potable Water TMs	Fort Myers Central AWWT TM Replacement and RW TMs	St. Petersburg Oberly & Washington Terr. PS, Electrical Sys. Impvts.	City of North Port Utility Master Plan
George Joyce	Program Manager	29	Tampa, FL	■	■	■				■	■		■							
Mike McGee	B/U Program Manager	31	Ft Myers, FL	■			■						■		■	■			■	■
Jim Cobb	Project Delivery Expert I	41	MI (Field)			■				■										
Vince Rea	Project Delivery Expert II	32	Charlotte, NC		■			■	■	■					■					
Sebastian Kulesza	Construction Manager	23	Osprey, FL										■							
Stephen Nelson	Inspector	4	Bowling Green, FL				■						■	■		■	■			
Gabe Bistue	Inspector	26	Ft Myers, FL								■									
Tom Raihl	Pump Station Designer	40	FL (Field)																	
Amanda Schwerman	Hydraulic Modeler		Tampa, FL	■	■		■								■	■	■		■	■
Mike McGee	Pipeline Designer	31	Ft Myers, FL	■			■						■		■	■		■	■	■
Michael Sakales	EI&C Designer	17	Tampa, FL		■												■			
Mark Martin	Water Treatment Designer	35	Ft Myers, FL	■			■					■	■		■			■	■	■
Indicate ■ this row if the reference project was completed for the Authority													■							■

# Litigation

Black & Veatch Corporation (“BV”), together with its affiliates constitutes a large, international engineering and construction firm. Like similarly-sized firms, at any given point in time, we may be involved with claims and litigation from time to time. BV maintains a program of insurance to protect against claims arising out of its work. In the opinion of BV management, no pending claim or litigation will have a material impact on BV’s ability to execute this project. After a reasonably diligent search of available records, to the best of BV’s knowledge, the following is a listing of past or ongoing litigation involving BV over the last five (5) years, excluding personal injury:

CASE CAPTION	DESCRIPTION	COURT	CASE NUMBER	PROJECT LOCATION	STATUS
Burkhalter Rigging, Inc. v. Black & Veatch Corporation	Subcontractor payment dispute litigation.	In the United States District Court for the Northern District of Ohio	3:17-CV-01847	Oregon, OH	This matter settled in 2018.
ATC Sequoia and GTP Towers vs. City of Onamia, Minnesota – Black & Veatch Corp, et al.	Declaratory Judgment Regarding Granting of Cup to resolve an controversy between ATC Sequoia, GTP Towers and City of Onamia and Black & Veatch.	Seventh Judicial District for the County of Mille Lacs, Minnesota	NA	Onamia, MN	BV voluntarily dismissed in 2019.
North Texas Municipal Water District v. Black & Veatch Corporation, et al.	Litigation arising out of leaks in the filter gallery of the Wylie WWTP 4.	In the District Court for Collin County, TX	366-02550-2017	Wylie, Texas	Settled in 2020.
Black & Veatch Corporation v. Kazstroyservice Global B.V.	Lawsuit filed by BV for breach of parent company guarantee obligations.	High Court of Justice, Business and Property Courts of England & Wales, Technology & Construction Court	HT-2020-000021	India	Pending.
Black & Veatch Corp. v. Aspen Insurance (UK) Ltd. & Lloyd’s Syndicate 2003	Lawsuit by BV against its insurers to recover costs incurred by BV in remediating defects in the tanks and internals of jet bubbling reactors on several EPC projects.	US District Court for the District of Kansas	12-2350-SAC	Various	Settled in 2019.
American Economy Insurance Company v. Black & Veatch Corporation	Subrogation lawsuit against BV arising out of property damage caused by underground boring activities.	County Court of Jefferson County, Colorado	2021C030739	Colorado	Settled in 2021.

## Other Representation

Black & Veatch previously represented or currently represents the following Authority customers:

- Manatee County - Wastewater related design services under a Utility Engineering Contract
- City of North Port - Water Master Plan and Water Supply Facilities 10-Year Work Plan Updates
- DeSoto County - Injection Well System Feasibility (project is completed)

Black & Veatch does not represent Charlotte County or Sarasota County. Note that we are working on projects for both Charlotte County and Sarasota County as a subconsultant to another consultant. We do not, however, have a contract directly with Charlotte County or Sarasota County at this time.



# Bankruptcy

Black & Veatch Corporation is not involved in any ongoing bankruptcy as a debtor, or in a reorganization, liquidation, or dissolution proceeding, nor has a trustee or receiver been appointed over all or a substantial portion of the property of the Agent under federal bankruptcy law or any state insolvency law.

## Required Forms

- References
- Sworn Statement on Public Entity Crimes
- E-verify Affidavit
- Insurance Certificate

## REFERENCES

Agent must provide a minimum of three (3) references that meet the requirements in the Request for Proposal Criteria 1, Criteria 2, and Criteria 3 (minimum one reference from each of the first three criteria).

Agent Name: Black & Veatch Corporation

Reference Entity: City of Cape Coral

Reference Contact Person: Jody Sorrels

Reference Address: 815 Nicholas Parkway E Cape Coral, Florida 33915

Reference Email Address: jsorrels@capecoral.net

Reference Phone No.: 239-242-3227

Reference Project Name: Utility Extension Program

Project Location: Cape Coral, FL

Agent Project Manager: Mark Martin

Contract Amount: \$270M (Black & Veatch portion of work: \$72M)

Date Project Commenced: 2020

Date of Final Completion: Ongoing (anticipated completion summer 2022)

### Description of Work Performed:

As part of the City's overall North 1 Utility Expansion Program (UEP), Black & Veatch is the Engineer of Record (EOR) for providing design, permitting, and bid-phase support services for three separate large sub-areas within UEP N1. The project area is over one square mile (approximately 654 acres) and includes approximately 1,800 parcels that will be provided new City water, wastewater, reclaimed water, and fiber optic services. Overall, the project includes approximately:

- 17 miles of new potable water mains, 6-30-in diameter
- 4 miles of new wastewater force mains, 6-24-in diameter
- 18 miles of new irrigation mains, 4-30-in diameter
- 17 miles of new sanitary sewer main infrastructure, including 218 manholes
- 4 miles of new fiber optic system improvements
- Replacement of 18 miles of roadways and associated storm water infrastructure
- 4,000 new water, sanitary, and irrigation services.
- Approximately \$70M of estimated utility capital improvements

Under a previous engagement with a different firm, our Program Manager George Joyce served as the Program Manager for the Cape Coral Utility Extension Program from 2005 to 2011 as EOR and Program Manager supporting the City Project Manager executing all utility design packages, bid phase services and design during construction phases. George regularly attended all city council meetings with Owner's project manager preparing documentation to support presentations to Council. George and his 18 full time staff integrated seamlessly with the City's support team to maintain a schedule of survey, geotechnical borings, design completion and bidding that allowed construction to continue and meet the growing demands of the City and it's constituents without any construction downtime.

## REFERENCES

Agent must provide a minimum of three (3) references that meet the requirements in the Request for Proposal Criteria 1, Criteria 2, and Criteria 3 (minimum one reference from each of the first three criteria).

Agent Name: Black & Veatch Corporation

Reference Entity: Tampa Bay Water (TBW)

Reference Contact Person: Maribel Medina

Reference Address: 2575 Enterprise Road Clearwater, Florida 33763-1102

Reference Email Address: mmedina@tampabaywater.org

Reference Phone No.: 813-929-4523

Reference Project Name: Integrated Program Management Program

Project Location: Tampa, FL

Agent Project Manager: Bobby Burchett

Contract Amount: \$25M

Date Project Commenced: 2021

Date of Final Completion: Ongoing

### Description of Work Performed:

TBW selected Black & Veatch to serve as its Integrated Program Management Consultant to support the planning and implementation of its \$1.3B 10-year Capital Improvement Program (CIP). Under this contract, Black & Veatch is providing program management, project management, technical expertise, Owner's Engineer and construction inspection services.

Program Management Support Services include initial set up of the Program Execution Plan followed by continuous efforts to track Program schedule, budget and success measures. Program set-up services have included supporting the development of a formal Risk Management Program for the Agency, along with updating TBW's Project Management and Construction Management procedures based on best practices. Black & Veatch is also providing Staff Augmentation Services to supplement TBW's staff for the following roles: Project Managers, Project Controls, Purchasing Specialist, and Construction Inspectors. Planning and System Engineering are additional key services provided by Black & Veatch for the Program. This includes regional water supply and transmission system planning; hydraulic, surge and water quality modeling; system integration and emergency scenario planning; and resiliency and operations optimization assessments.

TBW is planning to use a variety of Project Delivery Methods for its CIP projects. Black & Veatch is providing consulting services to define the recommended delivery method for each CIP project. As the projects progress from the planning and design phases to construction, Black & Veatch will be providing construction management and inspection services to supplement the TBW team.

## REFERENCES

Agent must provide a minimum of three (3) references that meet the requirements in the Request for Proposal Criteria 1, Criteria 2, and Criteria 3 (minimum one reference from each of the first three criteria).

Agent Name: Black & Veatch Corporation

Reference Entity: City of Fort Myers

Reference Contact Person: Richard Moulton

Reference Address: 2200 Second Street Fort Myers, Florida 33901

Reference Email Address: rmoulton@cityftmyers.com

Reference Phone No.: 239-321-7216

Reference Project Name: Engineer of Record Program for Water Treatment

Project Location: Fort Myers, FL

Agent Project Manager: Mark Martin

Contract Amount: \$25M

Date Project Commenced: 2015

Date of Final Completion: Ongoing (anticipated completion 2025)

### Description of Work Performed:

As Engineer of Record for the City's potable water system, Black & Veatch performed an array of services over the past seven years to support facility improvements and deliver high-quality potable water service to customers:

- New water supply wells
- Rehabilitation of existing water supply wells
- New raw water transmission mains
- Water use permit renewal
- Water storage tank & pumping station
- Water treatment facility planning
- RO treatment evaluation
- WTP chemical systems & tanks replacement
- WTP chemical neutralization tank
- UIC permit renewal
- Water distribution system flushing & cleaning
- Water system consultation

As the City's Engineer of Record, Black & Veatch has provided local professional services on over 45 separate task assignments with as many as 20 assignments being performed concurrently.

Many of these task assignments required expedited project delivery. For instance, due to the urgent need to meet water demands, the initial new water supply wells were completed on a fast track schedule with a Construction Manager at Risk and allowed the City to obtain water from the first well within eight months. Over the past five years, Black & Veatch has constructed 11 separate fast-track CMAR projects to provide the City with additional water supply and water treatment plant improvements.

## REFERENCES

Agent must provide a minimum of three (3) references that meet the requirements in the Request for Proposal Criteria 1, Criteria 2, and Criteria 3 (minimum one reference from each of the first three criteria).

Agent Name: Black & Veatch Corporation

Reference Entity: South Florida Water Management District

Reference Contact Person: Joseph Albers

Reference Address: 3301 Gun Club Road West Palm Beach, Florida 33406

Reference Email Address: jalbers@sfwmd.go

Reference Phone No.: (561) 686-8800

Reference Project Name: C-43 West Storage Reservoir Civil Works

Project Location: West Palm Beach, FL

Agent Project Manager: Jeff Beriswill

Contract Amount: \$530M

Date Project Commenced: 2019

Date of Final Completion: Ongoing (anticipated completion 2023)

### Description of Work Performed:

The South Florida Water Management District selected Black & Veatch to provide engineering during construction (EDC) services in the construction of the C43 West Basin Storage Reservoir Civil Works Project. This project included an earthfill dam with an internal soil bentonite wall, seepage management features, soil cement lining of the interior, five structures through the embankment, a perimeter canal with six water control structures and three bridges, and a small irrigation pump station.

Black & Veatch examined design-critical components throughout construction and performed other tasks and reported to the District Engineering Project Manager (EPM), or the District's designee, while working closely with the Construction Management firm.

Black & Veatch provided project management and coordination, including the following services:

- Provided on-site representatives to periodically observe and report design-critical components and provided technical assistance when requested by the District.
- Reviewed and assisted the District in responding to shop drawings submittals, requests for information, requests for clarification, requests for proposals, change orders, field orders, value engineering proposals and submittals.
- Worked with the quality management team and reviewed testing results, quality control and quality assurance manuals and programs, surveys, as-built drawings, close-out documentation, and other documents prepared by the contractor, the CMS firm, EDC firm and the quality management team.

## REFERENCES

Agent must provide a minimum of three (3) references that meet the requirements in the Request for Proposal Criteria 1, Criteria 2, and Criteria 3 (minimum one reference from each of the first three criteria).

Agent Name: Black & Veatch Corporation

Reference Entity: Waukesha Water Utility

Reference Contact Person: Chris Walter

Reference Address: P.O. Box 1648 Waukesha, Wisconsin 53187

Reference Email Address: cwalter@waukesha-water.com

Reference Phone No.: 262-521-5272

Reference Project Name: Great Water Alliance Water Supply Construction Management Services

Project Location: Waukesha, WI

Agent Project Manager: Chris Walter

Contract Amount: \$297M

Date Project Commenced: 2018; contract bids 2020

Date of Final Completion: 2023

### Description of Work Performed:

The Waukesha Water Utility Great Water Alliance (GWA) potable water program consists of a supply pump station, a return line pipe station and a blending pump station with two 9M gallon ground storage tanks and a 1M gallon elevated storage distribution tank, one out fall aeration building along with 36 miles of 36-in ductile iron and HDPE pipe.

As a third party construction manger, Black & Veatch manages day-to-day contractor construction over site along with coordination with the owner and engineer of record. Black & Veatch authored and administered the pre-qualification process, performed multiple value engineering improvements, coordinated and negotiated all change orders, and reviewed schedules for baseline compliance.

All ductile iron pipe was double polyethylene encased with additional cathodic protection installed. The pump stations are located in metro city and industrial/residential areas in multiple city municipalities, with the out fall structure located in a rural area. The pipe work consists in industrial, residential and rural areas. There is 18 HDD activities in various locations under creeks, rivers, and wetlands totaling over 12,700 linear feet. There are 20 bore and jack locations with casing and carrier pipes totaling over 3,800 linear-feet. These are in major intersections, multiple railroads and a major interstate highway. Additionally, there are two crossing at four to 21-in or larger steel gas lines with pressures of 850 PSI each. Total project cost was estimated at \$300M.

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 Rafael E. Frias | Associate Vice President  
(Print individual's name and title)

for Black & Veatch Corporation  
(Print name of entity submitting sworn statement)

whose business address is 4415 Metro Parkway, Suite 200, Fort Myers, Florida 33916

and (if applicable) its Federal Employer Identification Number (FEIN) is 43-1833073  
(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]  
(Signature) \_\_\_\_\_ 4/14/2022  
(Date)

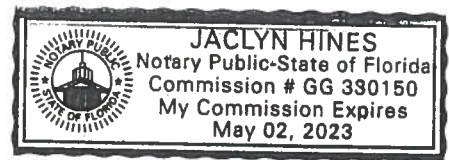
STATE OF Florida  
COUNTY OF Broward

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this 14th day of April, 2022 by Rafael E. Frias as Associate Vice President of Black + Veatch Corp, a Delaware company organized under the laws of the State of Delaware, on behalf of the company, who is personally known to me or has produced \_\_\_\_\_ as identification.

[Signature]  
Notary Public  
Name (Printed) Jaclyn Hines

My commission expires May 2, 2023

(Printed typed or stamped Commissioned name of Notary Public)



**E-Verify Registration and Affidavit**

Section 448.095, Florida Statutes requires that Agent register with and use the U.S. Department of Homeland Security's E-Verify system, (https://e-verify.uscis.gov/emp) to verify the work authorization status of all Consultant/Contractor employees hired on and after January 1, 2021. Additionally, Agent shall require all subconsultants/contractors performing work under this Agreement to use the E-Verify system for any employees hired on and after January 1, 2021. Agent must provide evidence to the Authority of compliance with Section 448.095, Florida Statutes, prior to entering an Agreement with the Authority.

**Affidavit**

I hereby certify that Black & Veatch Corporation (Agent) does not employ, contract with, or subcontract with any unauthorized aliens, and is otherwise in full compliance with Section 448.095, Florida Statutes.

All employees hired on or after January 1, 2021, have had their work authorization status verified through the E-Verify system.

A true and correct copy of Black & Veatch Corporation's (Agent) proof of registration in the E-Verify system is attached to this Affidavit.

[Signature] \_\_\_\_\_  
Signature Date 4/14/2022

Rafael E. Frias, PE  
Print Name  
Associate Vice President, Black & Veatch Corporation  
Title, Company name

STATE OF Florida  
COUNTY OF Broward

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this 4/14/22 (date) by Rafael E. Frias (name of officer or agent, title of officer or agent) of Black + Veatch Corp (name of Agent company acknowledging), a Delaware (state or place of incorporation) corporation, on behalf of the corporation. He/she is personally known to me or has produced N/A (type of identification) as identification.

[Signature]  
Notary Public  
Jaclyn Hines  
Name typed, printed or stamped

My Commission Expires: May 2, 2023



**THE E-VERIFY  
MEMORANDUM OF UNDERSTANDING  
FOR EMPLOYERS USING AN E-VERIFY EMPLOYER AGENT**

**Note:**

Cover page and Signature pages included. Pages 2-14 of the standard E-Verify MOU omitted for space, and can be provided upon request.

**ARTICLE I  
PURPOSE AND AUTHORITY**

The parties to this agreement are the Department of Homeland Security (DHS), the Black & Veatch Corporation (Employer), and the E-Verify Employer Agent. The purpose of this agreement is to set forth terms and conditions which the Employer and the E-Verify Employer Agent will follow while participating in E-Verify.

E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of Form I-9, Employment Eligibility Verification (Form I-9). This Memorandum of Understanding (MOU) explains certain features of the E-Verify program and describes specific responsibilities of the Employer, the E-Verify Employer Agent, the Social Security Administration (SSA), and DHS.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note). The Federal Acquisition Regulation (FAR) Subpart 22.18, "Employment Eligibility Verification" and Executive Order 12989, as amended, provide authority for Federal contractors and subcontractors (Federal contractor) to use E-Verify to verify the employment eligibility of certain employees working on Federal contracts.

**ARTICLE II  
RESPONSIBILITIES**

**A. RESPONSIBILITIES OF THE EMPLOYER**

1. The Employer agrees to display the following notices supplied by DHS in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system:
  - a. Notice of E-Verify Participation
  - b. Notice of Right to Work
2. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted about E-Verify. The Employer also agrees to keep such information current by providing updated information to SSA and DHS whenever the

Company ID Number: 11557

Client Company ID Number: 771013

If you have any questions, contact E-Verify at 1-888-464-4218.

**Approved by:**

<b>Employer</b> Black & Veatch Corporation	
Name (Please Type or Print) Christopher Gould	Title
Signature 	Date 04/04/2014
<b>E-Verify Employer Agent</b> HireRight, Inc. (v25)	
Name (Please Type or Print) Orvella Cartwright	Title
Signature Electronically Signed	Date 04/04/2014
<b>Department of Homeland Security – Verification Division</b>	
Name (Please Type or Print) USCIS Verification Division	Title
Signature Electronically Signed	Date 04/07/2014

Company ID Number: 11557

Client Company ID Number: 771013

### Information Required for the E-Verify Program

#### Information relating to your Company:

Company Name	Black & Veatch Corporation
Company Facility Address	11401 Lamar Overland Park, KS 66211
Company Alternate Address	
County or Parish	JOHNSON
Employer Identification Number	431833073
North American Industry Classification Systems Code	238
Parent Company	
Number of Employees	10,000 and over
Number of Sites Verified for	2



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/1/2022

4/7/2022

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

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

<b>PRODUCER</b> Lockton Companies 444 W. 47th Street, Suite 900 Kansas City MO 64112-1906 (816) 960-9000	<b>CONTACT NAME:</b> <b>PHONE</b> (A/C. No. Ext): <span style="float: right;"><b>FAX</b></span> (A/C. No.): <span style="float: right;"><b>(A/C. No):</b></span> <b>E-MAIL ADDRESS:</b>														
<b>INSURED</b> 1482177 BLACK & VEATCH CORPORATION 11401 LAMAR OVERLAND PARK KS 66211 JOYCE, GEORGE	<table style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> <tr> <td><b>INSURER A:</b> Zurich American Insurance Company</td> <td style="text-align: center;">16535</td> </tr> <tr> <td><b>INSURER B:</b> Lexington Insurance Company</td> <td style="text-align: center;">19437</td> </tr> <tr> <td><b>INSURER C:</b></td> <td></td> </tr> <tr> <td><b>INSURER D:</b></td> <td></td> </tr> <tr> <td><b>INSURER E:</b></td> <td></td> </tr> <tr> <td><b>INSURER F:</b></td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	<b>INSURER A:</b> Zurich American Insurance Company	16535	<b>INSURER B:</b> Lexington Insurance Company	19437	<b>INSURER C:</b>		<b>INSURER D:</b>		<b>INSURER E:</b>		<b>INSURER F:</b>	
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<b>INSURER D:</b>															
<b>INSURER E:</b>															
<b>INSURER F:</b>															

**COVERAGES** **CERTIFICATE NUMBER:** 18405094 **REVISION NUMBER:** XXXXXXX

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	Y	Y	GLO 4641358	11/1/2021	11/1/2022	EACH OCCURRENCE \$ 2,000,000
A	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR			GLO 1365630	11/1/2021	11/1/2022	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
							MED EXP (Any one person) \$ 10,000
							PERSONAL & ADV INJURY \$ 2,000,000
							GENERAL AGGREGATE \$ 4,000,000
							PRODUCTS - COMP/OP AGG \$ 4,000,000
							\$
A	<b>AUTOMOBILE LIABILITY</b>	Y	Y	BAP 4641355 (AOS)	11/1/2021	11/1/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$ XXXXXXX
	<input checked="" type="checkbox"/> OWNED AUTOS ONLY						BODILY INJURY (Per accident) \$ XXXXXXX
	<input checked="" type="checkbox"/> HIRED AUTOS ONLY						PROPERTY DAMAGE (Per accident) \$ XXXXXXX
	<input type="checkbox"/> SCHEDULED AUTOS						\$ XXXXXXX
	<input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY						
	<b>UMBRELLA LIAB</b>			NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXX
	<input type="checkbox"/> OCCUR						AGGREGATE \$ XXXXXXX
	<b>EXCESS LIAB</b>						\$ XXXXXXX
	<input type="checkbox"/> CLAIMS-MADE						
	DED						\$ XXXXXXX
	RETENTION \$						
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>		Y	WC 4641353 (AOS)	11/1/2021	11/1/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
A	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N		WC 4641354 (ID, MA, WI)	11/1/2021	11/1/2022	E.L. EACH ACCIDENT \$ 1,000,000
A	If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		WC 1365632	11/1/2021	11/1/2022	E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
A				WC 1365631 (NE)	11/1/2021	11/1/2022	E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	<b>PROFESSIONAL LIABILITY</b>	N	N	026030198	11/1/2021	11/1/2022	\$10,000,000 PER CLAIM \$10,000,000 ANNUAL AGGREGATE

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**  
 PROJECT NUMBER: 907475.0002; PROJECT NAME: OWNER'S AGENT SERVICES; PROJECT MANAGER: JOYCE, GEORGE; GENERAL LIABILITY AND AUTO LIABILITY ARE PRIMARY AND NON-CONTRIBUTORY. PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY IS INCLUDED AS AN ADDITIONAL INSURED ON THE GENERAL AND AUTO POLICIES. WAIVER OF SUBROGATION IN FAVOR OF THE ADDITIONAL INSURED ON THE GENERAL, AUTO, AND WORKER'S COMPENSATION POLICIES. 30 DAY NOTICE OF CANCELLATION APPLIES, 10 DAYS NOTICE FOR NON-PAYMENT OF PREMIUM.

<b>CERTIFICATE HOLDER</b> <b>18405094</b> PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY 9415 TOWN CENTER PKWY LAKEWOOD RANCH FL 34202	<b>CANCELLATION</b> See Attachments  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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PROPOSAL prepared for Peace River Manasota Regional Water Supply Authority

# Owner's Agent Services



April 22, 2022



*A committed partner delivering insightful solutions*



# Cover Page

## SOLICITATION TITLE

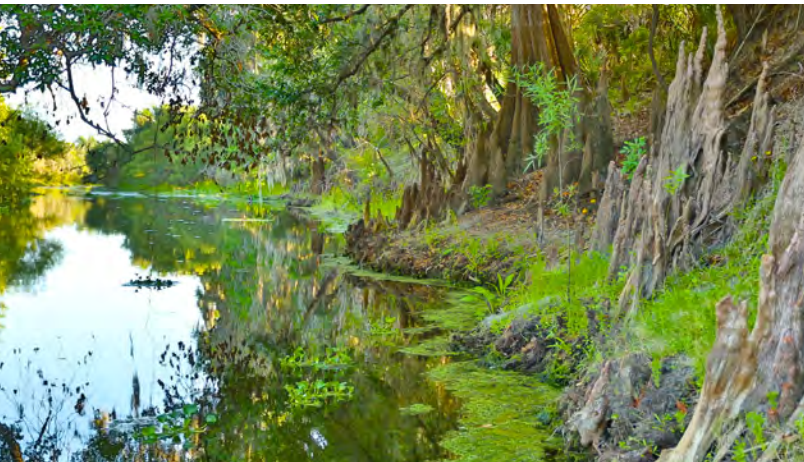
Owner's Agent Services for Peace River  
Manasota Regional Water Supply Authority

## NAME OF PRIME FIRM

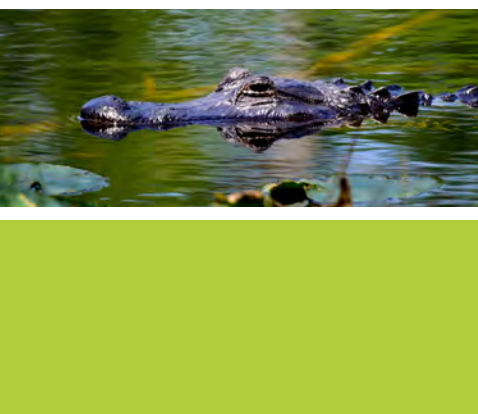
Brown and Caldwell  
Sarasota, FL

## DATE OF SUBMITTAL

April 22, 2022



*A committed partner delivering insightful solutions*





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# Transmittal Letter

SECTION 1



6151 Lake Osprey Drive, 3rd Floor  
Sarasota, FL 34240  
T: 941.373.1338  
www.browncaldwell.com



April 21, 2022

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

**Subject: Proposal for Owner's Agent Services**

Dear Selection Committee:

The Peace River Manasota Regional Water Supply Authority (Authority) has supported the region's economy by executing its Mission and Vision for nearly 1 million residents and visitors. Beginning its largest ever capital infrastructure program over the next 8-10 years, the Authority is seeking an Owner's Agent (OA) to offer thoughtful advice and strategy on individual project procurements, to an extension of staff for project delivery, with a comprehensive suite of specialty services that are anticipated over the contract duration.

The enclosed proposal demonstrates the Brown and Caldwell (BC) Team's qualifications, balanced with our deep experience and capabilities to drive Program success and commitment to the Authority.

The BC Team offers the following distinct benefits:

- ✓ Mike Condran will be assigned full-time to this Contract in Sarasota, who has successfully delivered assignments with the Authority for 17 years across every facet of its operation.
- ✓ More than \$8 billion of recently completed or ongoing capital programs with similar OA contracts delivered for utilities in Florida and nationwide.
- ✓ Florida heavy civil and mechanical design and construction experience that matches directly to the Authority's most complex capital projects.
- ✓ Understanding the impacts of economic and construction marketplace conditions that will affect procurement strategies.
- ✓ "Owner's Perspective", with our Team members Jeff Kivett, Gregg Jones, Todd Bosso, and Suzy Folsom.
- ✓ Exclusive key subconsultants, Kimley-Horn and Juturna Consulting to supplement as-needed local staffing and expertise.

We look forward to negotiating our first assignment with the Authority and begin our collaboration to make this exciting Program a reality for the region.

Albert Perez has authority to execute the agreement for BC.

Very truly yours,

**Brown and Caldwell**

A handwritten signature in blue ink, appearing to read "M Condran".

Michael Condran, PE  
Director, Client Services

A handwritten signature in blue ink, appearing to read "Albert L. Perez".

Albert L. Perez, PE  
Vice President

“As your Program Manager, I give you my personal commitment that if selected, we will continue to build and strengthen our trusted partnership that first began in 2005. Further, this BC Team offers what I know to be an unmatched level of experience to exceed every expectation.

– MICHAEL CONDRAN

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# Criteria 1: Program Manager Experience and Management Approach

SECTION 2



Program Manager Name: Michael Condran, PE Assigned Office City/State: Sarasota, FL  
 Days per Month Available to Work at Authority’s Offices: FT – 20 days Years of Experience: 35

Program Manager Reference Project #1					
Project Name/ Client	<b>Engineer of Record / Peace River Manasota Regional Water Supply Authority</b>				
Role on Project	Engineer of Record/CoM	Year Project Started	2005	Year Project Ended	2013
Project and Role Summary					
<p>Engineer of Record and Contract Manager responsible more than 60 individual engineering, planning and related assignments. Representative assignments included Master Planning, water treatment plant process optimization, water supply system modeling, finished water transmission main Design-Build Criteria development, drought management planning, bond engineering and utility rate setting support, R&amp;R program budget sufficiency analyses, water treatment facility condition assessment, and wellfield improvement design and implementation.</p>					

Program Manager Reference Project #2					
Project Name/ Client	<b>Program Manager / APWRF D-B/Okaloosa County Water &amp; Sewer Department</b>				
Role on Project	Program Manager	Year Project Started	2005	Year Project Ended	2011
Project and Role Summary					
<p>Program Manager/Design Criteria Professional for greenfield APWRF Design-Build 10-mgd advanced water reclamation facility. Led development for facility design requirements, including influent pipelines, treatment trains, and related laboratory and maintenance facilities. Supported the Design-Builder selection process including RFQ/RFP development, contract and price negotiation, all technical disciplines coordination, CEI services, and facility commissioning. Also managed delivery of 8 individual engineering Task Order assignments for planning and design directly related to the APWRF.</p>					

Program Manager Reference Project #3					
Project Name/ Client	<b>Fajardo Regional WRF System Program / Puerto Rico Aqueduct &amp; Sewer Authority</b>				
Role on Project	Design Manager	Year Project Started	2002	Year Project Ended	2005
Project and Role Summary					
<p>Design Manager for process/mechanical design and interdisciplinary design coordination for greenfield 9-mgd regional treatment facility, three regional master pump stations, and over six miles of 36-inch influent transmission mains. Responsible for day-to-day coordination between Contractor, Owner, and Owner’s Design Criteria Professional. Oversaw construction, prepared O&amp;M Manual, supervised equipment functional testing, operator training, and commissioning services.</p>					

Backup Program Manager Name: Todd Bosso, PE Assigned Office City/State: Sarasota, FL  
 Days per Month Available to Work at Authority’s Offices: FT – 20 days Years of Experience: 24

Backup Program Manager Reference Project #4					
Project Name/ Client	<b>City Engineer / City of Largo, FL</b>				
Role on Project	City Engineer	Year Project Started	1997	Year Project Ended	2005
Project and Role Summary					
<p>As the City Engineer, Todd was responsible for facilitating all engineering related projects for the City’s treatment facility, associated transmission pumping and conveyance systems. Todd was responsible for establishing and completing the City’s six year Capital Improvements Plan, associated budgets, identifying selecting necessary professional services, and associated construction delivery. As part of Todd’s team, he managed a group of Construction Inspection staff that oversaw all of the City’s ongoing capital construction. Other responsibilities included weekly presentations to elected officials to provide details related to the City’s projects, professional selection and awards.</p>					

(1) Format modification to this sheet is allowed; however, this sheet needs to remain 1 page.

# Mike Condran, PE

## Program Manager

Mike brings the Authority deep personal familiarity with its operations, facilities, procedures, and practices. Recognizing the capital Program significance, Mike will work with the Authority full time to guide and direct all OA services. His proven attention to detail and successfully service with the Authority since 2005 uniquely qualifies him to support its mission to deliver these critical capital projects over the next 8-10 years.



### Engineer of Record Contract, Peace River Manasota Regional Water Supply Authority, Lakewood Ranch, FL

**Engineer of Record/Contract Manager.** Responsible for leading more than 60 individual Task Order assignments that involved every facet of the Authority's day-to-day operations, from utility master planning to treatment plant and potable distribution system operations and optimization, Design-Build (DB) project delivery support, bond engineering, and utility rate setting support, among many others. Facilitated all individual tasks delivery with required technical resources. Routinely prepared and delivered project updates and summaries to the Authority Board.

### APWRF DB Program, Okaloosa County Water & Sewer Department, Ft. Walton Beach, FL

**Program Manager.** As designated design criteria professional, managed DB delivery for greenfield APWRF project. Provided all design criteria services for 10 mgd facility and master repump station, DB solicitation and selection, contract and price negotiations, CEI services, and facility commissioning.

### Fajardo Regional Advanced Water Reclamation System DB Program, PRASA, Fajardo, PR

**Design Manager.** Process/mechanical design manager and interdisciplinary coordination lead for 9 mgd regional treatment facility, 3 master pump stations, and > 6 miles of 36-inch transmission mains. Day-to-day coordination between contractor, owner, and owner's Design Criteria Professional. Oversaw construction, supervised all functional equipment testing, participated with operator training, and commissioning.

### DLT Water Treatment Facility Design Upgrade Evaluation, City of Tampa, Tampa, FL

**Project Principal.** Detailed facility unit process and hydraulic evaluations to achieve reliable finished water production increase from 82 mgd to 108 mgd and 126 mgd, respectively, considering highly variable raw water quality, raw water pumping, all treatment operations, and solids management. Prepared opinion of probable construction cost for capital planning needs.

#### EDUCATION

MS, Civil Engineering,  
Colorado State University

BS, Geology & Geophysics,  
University of Wisconsin

#### REGISTRATIONS

Professional Engineer -  
FL, CO, NC

#### RELEVANT EXPERIENCE

Collaborative Delivery  
Treatment Plant Design  
Condition Assessments  
Master Planning  
Bond Engineering  
Capital Planning Support  
CEI Services  
Facility Commissioning

#### BY THE NUMBERS

**35** years of  
experience

**1** year with  
the firm

**60** PRMWSA  
assignments

**11** Collaborative  
Delivery  
Projects

# Todd Bosso, PE

## Backup Program Manager

Todd brings critical experience as the former City Engineer for the City of Largo to offer the Authority an Owner's perspective to project delivery. More recently, Todd has managed several large and complex CMAR programs. Todd will be assigned full time as needed to support Mike for this Program.



### **Peace River Regional Expansion Program, Peace River Manasota Regional Water Supply Authority, FL**

**Discipline Leader / Record Engineer.** Todd worked closely with the Authority's staff and discipline leads to successfully complete the design and construction of the 24 mgd expansion. Todd was responsible for routing, design, and permitting on the interconnecting pipeline with the river intake, reservoir and existing facility including a 66" steel casing under Kings Highway. He also assisted the Authority and Project Manager (PM) in preparing project updates to the Board on a quarterly basis.

### **Southwest Water Reclamation Facility (SWWRF) Capacity Upgrades, City of St. Petersburg, FL**

**Project Manager.** Todd was the PM for this accelerated expansion project which improved hydraulic and treatment capacity within the SWWRF. Todd was responsible for managing the City's Construction Manager at Risk (CMAR), multiple engineering disciplines, subconsultants, and the City's operation needs to achieve an aggressive schedule, driven by FDEP and the City, to improve peak hour capacity within six to eight months. Using collaborative delivery to integrate the CMAR and City into the design, the team was able to deliver nine design packages that were construction ready within four months. This allowed the CMAR to successfully complete the "fast track" improvements on schedule.

### **Wet Weather Monitoring and Pumping System Program, City of Largo, FL**

**Project Manager.** As the PM for the eight year-long Wet Weather Program, Todd developed, managed and implemented the City of Largo's Wet Weather System program to improve resiliency to the City's pumping systems during extreme conditions and meet regulatory compliance. Todd developed a Basis of Design Report, that detailed design criteria and improvements necessary to complete the Wet Weather system. Included within the program was pipeline route analysis for 14 miles of large diameter pipeline, seven pump stations, development of operation control strategies, easements coordination, and construction phase services including three full-time construction inspectors.

#### EDUCATION

BS, Civil Engineering,  
Florida State University

#### REGISTRATION

Professional Engineer - FL

#### RELEVANT EXPERIENCE

Collaborative Delivery  
Capital Improvements  
Project Planning  
Utility Planning  
Professional Resource  
Management  
Transmission Pipeline  
Design  
Treatment Design


#### BY THE NUMBERS

**24** years of  
experience

**13** years with  
the firm

**100** miles of  
pipeline routes  
analysis

**8** years  
managing  
utility CIP



Direct familiarity and experience with the Authority supports its Mission and Vision.

## Engineer of Record Services

Peace River Manasota Regional Water Supply Authority, Lakewood Ranch, Florida

For an 8-year period, Mike Condran served as the EOR/Contract Manager for over 60 individual work order assignments encompassing the Authority's entire range of technical support needs.

While the Reservoir No. 2 project was then in progress for its expected commissioning in 2009, and the Peace River Facility (PRF) Regional Expansion Program (REP) in 2010, the Authority needed engineering and technical support staff in addressing numerous related issues across its operation. Mike led the HDR Team to complete over 60 Task Orders that ranged from master planning, plant and pipeline design, construction inspection and management, permitting and permit compliance, and financial analyses, among many others.

Supporting the Authority's Board's critical emphasis to control costs and to maintain steady and predictable base rate and water use charges to Members, many Task Orders under this EOR contract involved technical evaluations to offer guidance. Representative Task Orders included: Integrated Regional Water Supply Master Plan; Reliability Modeling; Regional Resource Development Planning; Regional Water Supply Modeling; PRF 1991 Rebuild Process Evaluation and Condition Assessment; CIP Financial Analysis; System Asset Management Plan Development; Loop Phase I Design Criteria Professional Services; Emergency Intermediate Aquifer System Wellfield Development; PRF Benchmarking Evaluation; PRF Re-Rating Study, Demonstration, and Application; PRF Capacity Analysis Report; Bond Engineering Reports (Series 2010A.2010B Revenue Bonds); PRF Sludge Stabilization Area Rehabilitation CEI Services.

Mike led the team of experts on each work assignment. He routinely presented study results to the Authority Board or prepared materials for staff to present at board meetings and workshops. This direct involvement across the breadth of operations and management provides unique insights that directly support the Authority's Mission and Vision which in turn drives regional economic stability.

PROJECT DATES  
2/2005 - 1/2013


PROJECT VALUE  
Fees: \$2.3M

REFERENCE  
Mike Coates, PG  
Executive Director  
PRMRWSA  
9415 Town Center Parkway  
Lakewood Ranch, FL 34202  
☎ 941.316.1776  
✉ mcoates@regionalwater.org

KEY PERSONNEL  
Mike Condran, PE, EOR/  
Contract Manager

RELEVANCE TO RFP  
Master Planning  
Design-Build Advisor  
PRF O&M  
PRF Condition  
Pipelines  
Bond Engineering  
Workforce Reviews

BENEFIT TO THE AUTHORITY  
Extensive authority familiarity



OA services to  
simultaneously deliver DB  
and conventional projects.

## APWRF Design-Build Program

Okaloosa Water and Sewer Department, Ft. Walton Beach, Florida

The Department selected DB delivery to 1) bring new treatment capability and capacity online while simultaneously using conventional delivery to 2) decommissioning an existing aging facility, and 3) commission a new master pumping station. Mike served as the Program Manager and Design Criteria Professional to lead the design criteria development, the DB selection process, oversee construction management, and facility commissioning.

The aging Garniers Water Reclamation Facility was located adjacent to an elementary school and in a residential neighborhood, resulting in numerous “bad neighbor” complaints, and needed to be retired. In addition, planned expansion at nearby Eglin Air Force Base meant the County needed to address pending treatment capacity shortfalls. Given the overall schedule, and desire to have a single source of project responsibility, DB was chosen as the delivery model.

Mike led the team that prepared a design criteria document that balanced operator preferences for equipment selection and facility layout with capital budget realities. He organized a 2-step DB selection process for the greenfield treatment facility. This process was detailed and collaborative with County staff that resulted in a solicitation having broad interest from the contracting and engineering communities. The result for the County was a having strong choice of capable DB firms to deliver the project.

Simultaneous with the DB process for the new plant, Mike’s team executed eight engineering and permitting Task Orders under a separate contract to address decommissioning of the existing Garniers plant, and construct and commission a new master pumping station at the site to re-direct all flows to the new facility. Challenges included designing the new pump station to meet neighborhood aesthetic requirements, and to complete all functional testing timed to exactly match the commissioning date for the new APWRF.

PROJECT DATES  
1/2005 - 3/2009

PROJECT VALUE  
Fees: \$2.85M

REFERENCE  
Jeff Littrell  
Director  
Okaloosa County Water and  
Sewer Department  
302 N. Wilson St. Crestview,  
FL 32536  
☎ 850.651.7136  
✉ [jlittrell@co.okaloosa.fl.us](mailto:jlittrell@co.okaloosa.fl.us)

KEY PERSONNEL  
Mike Condran, PE,  
Program Manager

RELEVANCE TO RFP  
OA and DB Services  
Regional Facilities  
Pump Stations  
Pipelines  
CM Services  
Schedule Compliance  
Regulatory Compliance

BENEFIT TO THE AUTHORITY  
Delivery methods  
to match Project needs





DB allowed for efficient delivery to meet Consent Order compliance.

# Fajardo Regional WRF System DB Program

Puerto Rico Aqueduct and Sewer Authority (PRASA), Fajardo, Puerto Rico

Under a demanding USEPA Consent Order schedule, a regional water reclamation system was successfully implemented using DB delivery, and included a new treatment facility, three new master pumping stations, and 6-miles of large diameter conveyance pipelines.

The greater Fajardo Region in northeast Puerto Rico hosts the largest marina in the Caribbean, the former Roosevelt Roads U.S. Naval Station (now a regional airport) and serves as a boating hub for the island. To address human health and environmental impacts, DB was chosen to meet compliance schedule commitments.

As the Process/Mechanical Design Manager, Mike facilitated the interdisciplinary design coordination among engineering staff in San Juan and Tampa for the greenfield 9 mgd treatment facility, new regional master pump stations, and large-diameter influent conveyance mains.

PRASA had retained a third-party Design Criteria Professional to develop a prescriptive Design Criteria Document that was used to develop a DB fixed price as part of the selection process. Contract provisions allowed the Design-Builder to conduct Value Engineering (VE) evaluations for treatment processes and equipment selection, and to equitably share in mutually agreed upon cost savings to the original fixed price. Mike identified a VE modification to replace deep-bed sand filters with more compact and efficient rotating cloth disk filters, saving nearly \$4M. Several smaller scale modifications were made for the grit removal system, material changes for elevated walkways, and odor control system improvements resulting in approximately \$1M in shared savings.

Mike facilitated routine and day-to-day coordination among the Contractor, subconsultants and subcontractors, the PRASA's Design Criteria Professional, and PRASA representatives. He oversaw O&M Manual preparation among design disciplines, supervised equipment functional testing, hydraulic tank testing, yard piping, pump station wet wells, and conveyance pipelines, and participated with commissioning services.

PROJECT DATES  
9/2002 -1/2005

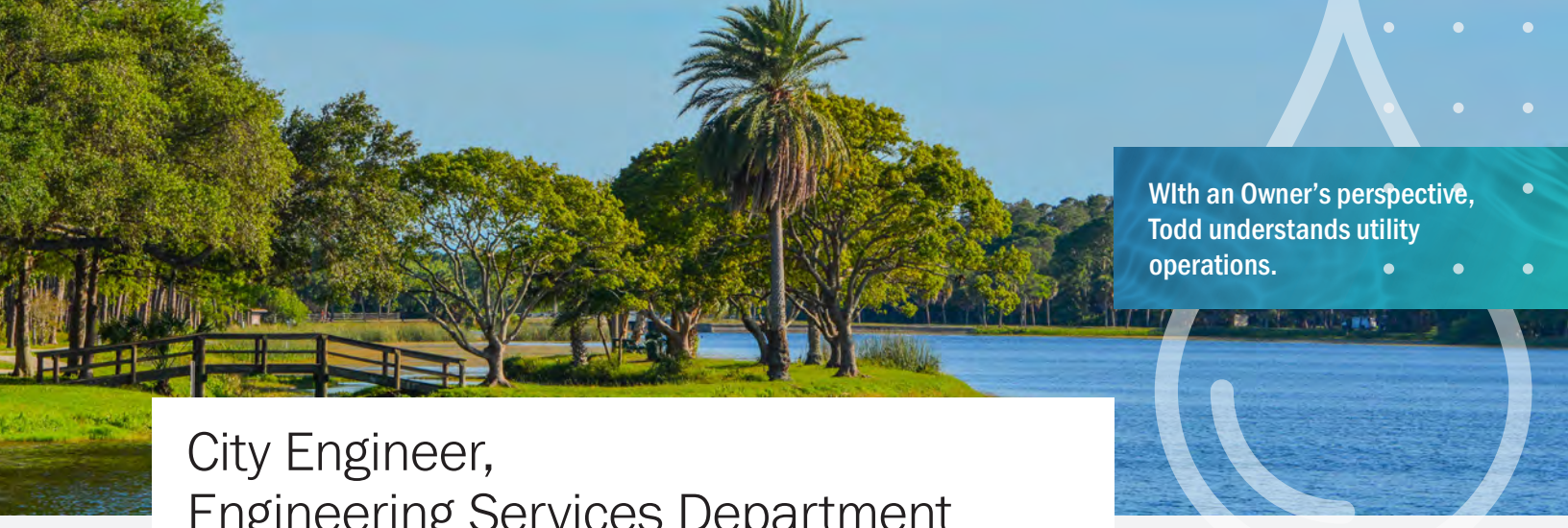
PROJECT VALUE  
Fees: \$10.4M

REFERENCE  
Juan Carlos Perez Bofill, PE  
Wastewater Compliance  
Director, PRASA  
PO Box 42001,  
San Juan, PR 00940-2001  
☎ 787.722.2525  
✉ [juan.perez@acueductospr.com](mailto:juan.perez@acueductospr.com)

KEY PERSONNEL  
Mike Condran, PE,  
Process Mechanical Lead

RELEVANCE TO RFP  
DB Delivery  
Regional Systems  
Pump Stations  
Large Diameter Pipes  
Interdisciplinary  
Coordination  
Value Engineering

BENEFIT TO THE  
AUTHORITY  
DB Insights  
Complex Project Delivery  
Interdisciplinary  
Coordination



With an Owner's perspective,  
Todd understands utility  
operations.

# City Engineer, Engineering Services Department

City of Largo, Florida

Under Todd Bosso's leadership, the Engineering Services (ES) team was responsible for establishing the City's 6-year Capital Improvements Plan (CIP), establishing associated budgets, identifying, and procuring necessary professional services, and associated construction support.

Todd was hired by the City of Largo to the ES team where he played a significant role in identifying, planning, and implementing the City's utility infrastructure capital projects. As the City Engineer, Todd was responsible for managing and facilitating all engineering related projects across all City departments. Most notably was the ES Department which maintained the City's treatment facility, distribution and collections systems and all associated pumping and conveyance systems.

Todd managed a team of Professional Engineers and support staff which was responsible for preparing professional design criteria for qualification-based solicitations and price-based proposals to select both engineers and contractors to deliver the City's CIP projects.

In addition, he managed a group of Construction Inspection staff that oversaw all the City's ongoing capital construction. This team was responsible for ensuring contract compliance, as well as the design plans and specifications were completed in conformance with the contract documents. The ES team regularly engaged with selected consulting engineers to address construction related challenges and negotiate resolution by collaborating with the construction contractor.

Todd led negotiations and coordination with adjacent municipal agencies for utility service areas, and common infrastructure alignment, regulatory agencies, and the City's legal representation. Responsibilities also included weekly presentations to the City's elected officials on Capital Projects status, regulatory updates, utility technical initiatives, project selection and award and related presentations. Todd regularly led public meetings to share planned and future projects and solicit public input.

PROJECT DATES  
10/1997 - 10/2005

PROJECT VALUE  
N/A

REFERENCE  
Charles Mura, PE  
Senior Engineer  
City of Largo  
201 Highland Avenue,  
Largo FL  
☎ 727.587.6713,  
Ext. 4414

✉ cmura@largo.com

KEY PERSONNEL  
Todd Bosso, PE,  
City Engineer

RELEVANCE TO RFP  
CIP Implementation  
Managing and Delivering  
Capital Projects  
Managing multiple  
consultants simultaneously  
Engineering and Workforce  
Reviews

BENEFIT TO THE  
AUTHORITY  
Proven delivery for utility  
capital projects

## PROGRAM MANAGEMENT APPROACH

Trusted, capable, local, and full-time partners to support the Authority every step of the way.

Mike and Todd are available full-time from BC's Sarasota office, a 3-minute drive from the Authority. Individually they offer long and comprehensive industry careers. They bring BC's collective technical expertise needed for any Task Order, scaled up and down as required to exceed every Authority expectation. Key Team members Jeff Kivett, Gregg Jones, and Todd Bosso provide an important "Owner's perspective". Other BC Team members available to the Authority have delivered large Florida reservoirs, pump stations and pipelines, and understand heavy civil construction success in the state.

### CHALLENGE //

With key capital projects totaling approximately \$886M coming online within a decade, the Authority has considerable resource needs. This program encompasses critical facility expansion and can benefit from guidance on selecting best value delivery methods for specific projects, to funding strategy support, and routine day-to-day project and construction management services.

BC understands that over the course of the program, the Authority is facing the loss of critical institutional knowledge with staff transitions. Workforce development and succession planning, and support for Renewal and Replacement (R&R) projects are also critical to the Authority's expansion. Unique drivers for each will influence project delivery method selection.

**BC brings multi-faceted OA, technical, and construction management and at-risk delivery insight to successfully identify, procure, and deliver each Authority project.**

### APPROACH //

Our approach to this OA contract is very simple: **anticipate and bring the Authority the required expertise and resources when they are needed.** Collaborating with the Authority, Mike and Todd will identify the right resources at the right time and use look-ahead resource planning tools to match Task Order requirements to the current and evolving needs. The result: **full coverage, no surprises, and predictable outcomes.**

The two organization charts requested by the Authority depict Brown and Caldwell (BC) and our comprehensive and deep technical and management resources available to startup quickly. Our Program Management concept is based on similar successful Programs for numerous municipal utilities just like PRMRWSA across the country, and addresses the resources anticipated under this Contract.

BC's approach includes adding technical and resource capabilities for the Program at the times they are needed. Our Team is bolstered by **three exclusive subconsultants: Kimley-Horn** offers Sarasota-based technical expertise known to the Authority, and added "horsepower" to maintain pace of work; **Juturna Consulting** brings keen insights on successful Program Management lessons learned and best practices used by Tampa Bay Water, and SWFWMD funding needs and procedures; **TAP Resources Group** brings unique workforce development capabilities originally developed for the Toho Water Authority. The BC Team brings a unique and total systems approach to address challenges presented by operational change.

Our Team also includes several specialty subconsultants available from time-to-time to deliver project specific requirements.

Our approach is organized into three steps as follows:

- 1 Establish procurement strategy** // Whether for CIP or R&R projects, conventional or collaborative delivery, we will quickly assess delivery options and evaluate each method’s attributes to meet the Authority’s objectives. This approach considers project risks, scope details, schedule, and budget.

The outcome is a customized procurement approach driven by the Authority’s desired outcomes and performance risk and is unique for each project.

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- 2 Build on lessons learned elsewhere** // The foundation of our procurement approach starts with industry Best Practices for collaborative and traditional delivery, including trained experts from the Design-Build Institute of America (DBIA) and the Water Collaborative Delivery Association (WCDA). We combine, customize, and revise these proven practices to leverage what works well and avoid what does not for each Owner. This approach is efficient: it saves time and effort on the procurement process, minimizes risks, and saves the Authority’s resources for day-to-day operations.

The outcome is a Procurement Plan that leverages proven approaches, combined and customized where needed to address project-specific details and all Authority needs and preferences.

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- 3 Contribute as a team** // Our approach seeks efficiencies to minimize the overall investment required for procurement, OA, technical, and CM services for each project. BC’s bench of subject matter experts bring both Florida-specific and nationwide perspectives combined with a “best athlete” approach to deliver work on time and in budget without bottlenecks.

The outcome is ready access to design-build and technical expertise ready to address – and solve – project challenges as they might arise.

The totality of this approach is **predictable outcomes and well-managed expectations**: we keep our focus on the Authority’s expectations for ultimate project success and engage the right expertise and level of effort to always advocate on your behalf.



- ✓ Committed Partners
- ✓ Smart Delivery
- ✓ Technical Excellence
- ✓ Stakeholder Engagement

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# Criteria 2: Project Delivery Experience and Approach

SECTION 3



# Rod Pope, PE, FDBIA

## Agent Staff

Rod brings the Authority over 40 years of collaborative delivery expertise with water utility infrastructure project. His exceptional qualifications with project delivery methods mean BC will consistently apply best practices and practical experience to all OA services anticipated under this Contract.



### **Richland Creek Reservoir Program Management, Paulding County, GA**

**DB Technical Advisor.** BC's Program Management/OA contract encompasses all phases of this \$215M Program that includes a new reservoir, river intake structure, and raw water pipeline, water treatment plant, and related potable distribution system improvements. Rod is advising on project delivery methods that include DB, CMAR and DBB. Rod supports all procurement processes and contract development.

### **Owners Agent Services for Groundwater Treatment Plants DB, Anaheim, Anaheim, CA**

**Project Manager.** Rod leads OA services to procure and oversee construction design-builders to construct multiple groundwater treatment plants. The plants will be constructed in a multi-phased Program totaling more than \$120M. Services include planning, procurement, and construction management/oversight services. Scope also includes preparing RFQs/RFPs and all project technical requirements.

### **Owner's Agent Services for the RiverRenew DB Program, Alexandria Renew Enterprises (AlexRenew), Alexandria, VA**

**OA and Technical Advisor.** Rod is supporting the Program Management team and the AlexRenew Program office to meet client-driven priorities and needs, including client interviews, delivery and risk workshops for this \$615M program. Services also involve industry outreach and procurement planning with future scope to develop the RFQ/RFP documents for the primary FPDB tunnel and pumping stations, as well as other associated Program projects using traditional DBB procurement.

### **Owner's Agent Services for the Pure Water Soquel PDB Program, Soquel Creek Water District, Soquel, CA**

**Technical Advisor.** Rod advised on developing procurement documents for a new \$100M indirect potable reuse system for seawater intrusion protection. Oversight development of the RFP technical requirements.

#### EDUCATION

BSCE, MS, Sanitary Engineering, Georgia Institute of Technology

BS, Civil Engineering, Georgia Institute of Technology

#### REGISTRATIONS

Professional Engineer - FL, GA, LA, CT, NY

Designated Design-Build Professional Fellow

#### RELEVANT EXPERIENCE

Design-Build Delivery

Owners Agent

Pump Stations

Reservoirs

Operations Services

Construction Services

Risk Management

#### BY THE NUMBERS —○

**41** years of experience

**38** years with the firm

**30** collaborative delivery projects totaling more than \$4B

# Elizabeth Minyard, DBIA, CRL

## Agent Staff

Liz brings the Authority experience delivering OA services for project and program delivery and guidance to municipal utilities across the US. Her specific expertise brings delivery method selection and risk analysis to compare benefits of alternative methods against traditional procurements to consistently drive best value.



### **North Plant Oxygen Train Design-Build Owner Agent Services; Miami-Dade County Water and Sewer Department, FL**

**Procurement Task Lead.** Liz led the procurement process for this \$115M fixed-price DB project, working closely with Program and technical leads on performance criteria, strategy, risk analysis, and document quality assurance on the consent decree project to meet new regulatory requirements. She prepared RFQ/RFP documents and coordinated with the Department's Program Manager and provided design-criteria package reviews for clarity and consistency.

### **Shoal Creek Tank Data Collection Owner Agent Services; Dekalb County, GA**

**Bridging Document Task Lead.** Liz leads the development of the bridging documents for this DB procurement effort. Liz strategizes with BC technical staff and County management and communications to determine level of detail and risk analysis for the performance-based criteria documents to support upcoming procurement activities.

### **Owner Agent for the RiverRenew DB Program, Alexandria Renew Enterprises (AlexRenew), VA**

**Procurement Task Lead.** Liz worked closely with AlexRenew across management and executive levels to identify the best value delivery methods for individual projects to meet client and project-specific priorities. She facilitated client interviews, assessed delivery model options, prioritized concerns, lead client risk workshops, industry outreach, procurement, evaluation and selection.

### **Owner Agent Services for Biogas Utilization Progressive DB Project, Colorado Springs Utilities, CO**

**OA Project Manager.** Liz provided strategic input and guidance on industry outreach for delivery method refinement; facilitated best value workshops; and supports the Owner's engineering and procurement process, with risk and quality reviews of RFP and contract documents, including project scope, performance-based requirements, evaluation criteria, and pricing models. She will support delivery partner selection and the design-build administration through project delivery.

#### EDUCATION

BA, English, University of Colorado Boulder

#### REGISTRATIONS

Design-Build Institute of America (DBIA) Certification  
 Certified Reliability Leader (CRL) Reliability Web/SMRP  
 Reliability Centered Maintenance Practitioner (Aladon)

#### RELEVANT EXPERIENCE

Design-Build  
 Design-Build-Operate  
 CMAR  
 Municipal Utilities Owner Agent  
 Reliability Leadership

#### BY THE NUMBERS —

**33** years of experience

**5** years with the firm

**16** collaborative Owner's Agent projects

**22** procurement delivery projects



BC has achieved every milestone against a very aggressive schedule.

# Owner’s Agent for RiverRenew DB Program

Alexandria Renew Enterprises, Alexandria, Virginia

Serving as Owner’s Agent, BC developed a DB procurement and delivery Program balancing performance and prescriptive technical and commercial criteria resulting in a protest-free, best value selections for the largest capital infrastructure initiative in the history of Alexandria.

Alexandria Renew Enterprises (AlexRenew) is leading a major capital infrastructure program in response to a 2017 Virginia law to achieve cleaner, healthier waterways in Alexandria. The RiverRenew program features a new tunnel system that will connect to four combined sewer outfalls and which currently discharge directly into waterways following precipitation events. The new tunnel system will capture millions of gallons of storm and sanitary discharges for treatment prior to Hunting Creek and Potomac River outfalls.

As Program Owner’s Agent, BC is leading delivery method selection, risk analysis, design criteria development, procurement, significant stakeholder engagement and public outreach, and post-award support on the \$615M Combined Sewer Outfall (CSO) Program encompassing a nearly 2-mile-deep tunnel sewer/storage system and a half-mile diversion sewer, both of which connect to a 185-foot-deep pumping station at the water resource and recovery facility.

Alexandria is a very active and vocal community. AlexRenew tasked BC with early and continuous public outreach to inform and engage impacted neighborhoods and rate payers to give them a voice and a seat at the table. BC incorporated the development and management of a comprehensive stakeholder Outreach and Engagement Plan to provide listening sessions for the community and created a stakeholder advisory group (SAG) to facilitate early and frequent input to address concerns and inform the public. Community input was incorporated into the Program and included more stringent odor control, locating facilities underground, incorporating green infrastructure and enhancements to reduce construction disruption, minimize easements, and enhance aesthetic benefits to the historic urban community.

PROJECT DATES  
12/2017 - 7/2025

PROJECT VALUE  
BC Fees: \$70M

REFERENCE  
Karen Pallansch, CEO,  
Alexandria Renew Enterprises  
1800 Limerick Street  
Alexandria, VA 22314  
☎ 703.549.3381 x2202  
✉ karen.pallansch@alexrenew.com

KEY PERSONNEL  
Elizabeth Minyard, DBIA, CRL,  
Procurement Task Lead  
Rod Pope, FDIBA,  
Technical Advisor  
Hector Serrano, PE, Electrical

ORG CHART PERSONNEL  
Gabe Retana, PhD, PE, Pat  
Tangora, PE, David Crawford,  
RA, LEED AP, Ken Hoff, CSP,  
CHST, Kelly Comstock, PE, Ryan  
Abrahiem, PE, John Diedrich, PE

RELEVANCE TO RFP  
Design-Build, OA Services  
Pump Stations, Pipelines

BENEFIT TO THE AUTHORITY  
BC provided a complete  
Procurement Plan and  
associated DB document  
templates to repurpose for  
future projects.





Best value delivery method\*  
for water supply, storage,  
and transmission projects.

# Richland Creek Reservoir and Water Supply Program

Paulding County Water System, Georgia

BC served as the Program Manager to implement its \$215M Water Supply Program. This Program allowed Paulding County to establish its own 3.5-billion-gallon water supply reservoir and 18 mgd treatment facility that will provide off-stream raw water storage and a yield of 35 mgd. The Program enables Paulding County to own and fulfill its long-term water supply needs through 2060. In addition, the 305-acre reservoir will allow for passive recreation.

BC refined project concepts through Program validation, confirmed baseline schedules and budgets, and established the clarity of delivery method that helped guide the level of investments needed in the design phase. BC assisted with design and construction procurement using conventional DBB, DB, and CMAR methods. Project components include a new 125 ft high earthen dam and reservoir, a 47 mgd river intake and pump station, a 3-mile 48-inch raw water pipeline, an 18 mgd water treatment plant, reservoir intake and pump station, 12 miles of 24-36-inch regional transmission lines and various other distribution system upgrades.

Successfully developing and implementing the program depended on proceeding in a way that retained the value of past and ongoing efforts, aligned implementation with Georgia Environmental Financial Authority (GEFA) funding, controlled capital costs and minimized operations and maintenance costs. BC's scope also included utility performance services in integrating new assets into existing County operations and developing their internal expertise.

“Brown and Caldwell supports us not only on our reservoir and water treatment plant but with modeling our system and supporting our efforts to obtain financing, including GEFA. I have come to rely on them to identify creative solutions to complex problems. Their project team has integrated with our staff seamlessly working with both our contractors and our customers leading to the success of our program!

– LAURIE ASHMORE, Director, Paulding County Water System

PROJECT DATES  
11/2014 - 5/2021

PROJECT VALUE  
BC Fees: \$6M

REFERENCE  
Laurie Ashmore, Director  
240 Constitution Blvd.  
Dallas, GA 30132  
☎ 678.224.4080  
✉ laurie.ashmore@  
paulding.gov

KEY PERSONNEL  
Rod Pope, PE, FDBIA, Project Director  
Mark Harber, PE, CCM,  
Construction Manager

ORG CHART PERSONNEL  
Kelly Comstock, PE  
John Diedrich, PE  
David Crawford, RA, LEED AP

RELEVANCE TO RFP  
Program management, utility performance, procurement support for collaborative delivery, design services for a new WTP and other water infrastructure

BENEFIT TO THE AUTHORITY  
Water Supply Reservoir, River Intake, Large Diameter Pipelines, Collaborative Delivery



# Groundwater Treatment Plants Program Owner's Agent

City of Anaheim, Anaheim, California

Anaheim needed alternatives for groundwater treatment to alleviate high costs associated with new water quality regulations. As the Owner's Agent, BC advanced the Program schedule by 6 months, resulting in a savings of \$6.6M in imported water costs.

The City of Anaheim's water supply historically comes from groundwater pumped from local wells, with the balance coming from imported Colorado River water. In February 2020, the state issued revised drinking water Response Levels for PFAS, of which most of the City's wells exceeded and therefore had to be taken out of service. The City needed to quickly procure a design-builder to develop a treatment solution for their groundwater wells and restore their critical local water supply. The high cost of imported water, \$1.1M per month, was driving the City to expedite restoration of local well production. In May 2020, the City selected BC as its OA to provide procurement, technical, and delivery services, including reviews of the design-builder's design submittals, and construction oversight for this \$115M multi-phased program.

BC initially met with the City to establish Program goals for the entire program. These were also important to guide how BC would develop project design criteria, best-value evaluation criteria, and submittal requirements. Goals were also clearly defined and communicated in the RFQ and RFP to inform prospective design-build teams of the City's expected project outcomes.

Early in the planning process, BC suggested DBIA best-practice modifications that focus design criteria primarily on performance requirements, such as site condition constraints, mitigation requirements, schedule constraints, water quality (PFAS and other components), operational flexibility, durability, and resilience requirements. Prescriptive elements were the exception for those instances where the City's needs or a regulatory driver dictate a pre-defined solution. By limiting prescriptiveness, BC also promoted design-builder innovation and maximized performance risk transfer.

## PROJECT DATES

6/2020 - 12/2023

## PROJECT VALUE

BC Fees: \$5M

## REFERENCE

Jake Hester, PE, Water Engineering & Design Manager

City of Anaheim Public Utilities

201 S. Anaheim Blvd., 6th Floor,  
Anaheim, CA 92805

📞 714.765.4421

✉ jhester@anaheim.net

## KEY PERSONNEL

Rod Pope, FDBIA, Project Manager

## ORG CHART PERSONNEL

Gus Hrncir, DBIA,

Pat Tangora, PE

Dan Goodburn

Ken Hoff, CSP, CHST

Rhonda Harris, PE, PMP

## RELEVANCE TO RFP

Collaborative Delivery


Procurement

Water Treatment

## BENEFIT TO THE AUTHORITY

Accelerated Procurement

Expertise



Clear procurement processes  
for regional treatment and  
conveyance systems.

# Program Management for The Bull Run Filtration Project

Portland Water Bureau (PWB), Portland, Oregon

BC leads the development and implementation of standards, controls, and processes to manage the Program. Development of these processes required coordination with different groups within PWB resulting in tools that reinforce desired behaviors on the Program.

PWB provides high quality drinking water to almost 1 million people through critical infrastructure stewardship, and the fiscal, and natural resources entrusted to its care. PWB selected BC to provide Program Management for the Bull Run filtration facility and large diameter raw water and finished water pipelines working side-by-side with the PWB for the life of the Program to meet a 2027 facility commissioning date. BC led pilot testing to gather necessary data to drive informed decision making and set the design path, and to evaluate site and system constraints that influence facility layout to maximize energy efficiency and allow for future expansions.

BC's Program approach is dedicated local leadership, bringing an "Owner's perspective" for steady, trusted guidance along with full-service technical capabilities that facilitate informed critical decision making. Prior to the pandemic, BC had dedicated team members co-located with PWB staff which facilitated regular, clear communication among all parties; this approach carried over seamlessly to virtual collaboration in 2020.

Working with PWB to define the projects, evaluate best-value project delivery methods that included CMAR, PDB, DB, and DBB, and update procurement procedures BC facilitated effective risk assessment for final decision-making. The updated procurement process involved developing project definition documents and procurement processes, preparing and issuing RFPs, and coordinating final selection of designers and CM/GC (CMAR) teams. BC facilitated and led numerous workshops to educate, inform, and solicit feedback from PWB staff and other stakeholders covering all technical topics from alternatives analysis, risk management, PMIS, operations and reliability centered design/maintenance (RCD/RCM), and decision-making frameworks.

PROJECT DATES  
9/2018 - 2028

PROJECT VALUE  
BC Fees: \$67.9M

REFERENCE  
David Peters, Portland  
Water Bureau  
1120 S.W. 5th Avenue,  
Room 600, Portland, OR  
97204-1926

☎ 503.823.2003  
✉ David.Peters@  
portlandoregon.gov

KEY PERSONNEL  
Elizabeth Minyard, DBIA,  
CRL, CMAR and RCD/RCM  
Advisor  
Jacob Young, PE, Hydraulic  
Modeling

ORG CHART PERSONNEL  
Anne Kennedy, Gus Hrcir,  
DBIA, Dan Goodburn, Ken  
Hoff, CSP, CHST, Greg  
Mathews

RELEVANCE TO RFP  
Program Management and  
Procurement Support  
Water Treatment Plant  
Large Diameter Pipelines

BENEFIT TO THE  
AUTHORITY  
Similar Scope Support

**PROJECT DELIVERY APPROACH**

# Supporting Peace River Regional Reservoir Number 3

Under Rod Pope’s and Liz Minyard’s outcome-focused approach, BC will help the Authority define goals early to drive success, whether it is the PR3, the conveyance and distribution pipelines, treatment facility, or other projects incorporated into the overall Program. Our priority is what is best for the Authority, the Program and each project.

The Authority has embarked on an ambitious growth plan using a programmatic approach to deliver its CIP projects. While the Authority maintains a strong and informed staff, growth of this magnitude requires a dedicated OA to assist and leverage national and global experience in developing and delivering similar projects. BC brings a proven approach to aid the Authority, beginning with a plan for project delivery method selection and appropriate allocation of risks for successful delivery of the Reservoir Number 3 (PR3) and associated projects.

**DELIVERY METHOD ANALYSIS AND RECOMMENDATION //**

In a large Program, projects often intersect with broader impacts across the system. BC uses an effective organizational and risk analysis process to determine the most appropriate delivery method for each project to achieve best value.

Liz Minyard recently facilitated a similar approach with the AlexRenew RiverRenew Program to determine which delivery method for multiple projects beginning with a risk

‘look-ahead’ exercise, depicted in the graphic below. This approach identifies and ranks priorities, examines risks and tolerances, validates market interest, and customizes delivery method with scope definition and selection criteria that align with the Authority’s desired outcomes.

While the Authority is leaning toward CMAR, having already begun the PR3 design, assessing this approach and validating it with the market will help achieve the desired outcomes. BC recommends an evaluation comparing the pros and cons of CMAR against Design-Bid-Build (DBB) to ascertain which delivers the best value to meet project objectives, and appropriate risk allocation to both the Authority and the selected delivery partner(s).

**MEETING CRITICAL MILESTONES //**

Building on the delivery method and risk allocation process, the critical milestones are developed as part of the overall project planning and are informed and will vary by the delivery method chosen. A significant difference in these two delivery methods

**RISK LOOK-AHEAD**



is schedule duration. Some of the critical milestones to be considered regardless of delivery method include District cooperative funding requirements, anticipated dates for construction advertisement, impacts resulting from supply chain influences on long lead items, property and easement acquisition, and wetland mitigation requirements. These critical milestones and when they would occur, anticipating the Authority's five year CIP's stated dates of having the reservoir online and in service now helps inform whether schedule differences between DBB and CMAR can be determining factors in the decision.

The three major PR3 project components will require different contractor skill sets. As the OA, the BC Team will apply lessons learned from similar projects, such as the Paulding County, GA example on page 3-4, BC advised on delivering projects using DBB, DB and CMAR methods. We will apply this same collaboration with the Authority to achieve best value on each project component.

As we have advised on other projects, a benefit of CMAR is schedule compression and obtaining a Guaranteed Maximum Price (GMP) at an earlier stage, which creates an additional milestone unique to CMAR. Given current uncertain construction market conditions, and if impacts to the Authority's overall CIP schedule are not adversely impacted, then DBB may offer an opportunity for improved market pricing to the Authority's advantage.

This entails developing a detailed schedule based on the Authority's project drivers that account for and agnostically evaluate milestone adherence to the Authority's schedule and budgetary constraints.

#### **DESIGN REVIEW //**

During design development, Mike Condran will engage the appropriate subject matter experts to perform complete reviews of the variety of deliverables and disciplines for each project type. Our systematic approach

**Our approach identifies priorities, examines risk, validates market interest, customizes delivery method and selection criteria that align with the Authority's desired outcomes.**

to technical reviews leverages ongoing communication and collaboration with the Authority and the selected delivery partner to achieve compliance – whether technical, commercial, quality, contractual – of each deliverable before proceeding to the next task.

#### **CONSTRUCTION COST CONTROL //**

The OA's role will be to support the Authority in reviewing the pricing received, whether from a hard bid quotation or a GMP as a result of collaborative delivery, accurately reflects current market conditions. Moreover, BC has the ability to prepare cost opinions to validate current CIP budgets and whether adjustments may be needed. BC has a complete in-house construction estimating department following estimating guidelines established by the American Association of Cost Engineers International (AACEI) recommended practice 18R-97 and ASPE guidelines. BC maintains a CSI-formatted unit-price database of more than 42,000 construction items. Our certified cost estimators are skilled in reviewing contractors estimates and preparing change order cost estimates to produce a fair and equitable basis to negotiate changes during construction.

#### **SUCCESSFUL OUTCOMES //**

BC's project delivery approach to the Authority is based on proven, similar, successful outcomes for projects across the US. Our approach will always take into account the Authority's unique goals and objectives.

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# Criteria 3: Construction Engineering and Inspection (CEI) Experience and Approach

SECTION 4



# Harry Tomlinson, PE

## Lead Construction Manager

Harry benefits the Authority with demonstrated successful Florida heavy civil water storage, pump station, and transmission pipeline systems. He has been involved in every stage of permitting, design, and construction of similar projects with the South Florida Water Management District that match directly with the Authority's CIP.



### **S-5A Pump Station Refurbishment, South Florida Water Management District, Palm Beach County, FL**

**Chief Construction Engineer.** Harry led the construction management team to ensure contract and design requirements are met and in the District's best interest. Harry coordinated and oversaw the engineering team for design of modifications to the project and for review and management of all submittals, change orders, requests for information, and materials testing data and reports. In addition, he led construction observation work for Quality Assurance purposes and facilitated final project certification.

### **C-44 Reservoir and STA - S-401 Pump Station, South Florida Water Management District, Martin County, FL**

**Construction Management Project Manager.** Harry provided full time construction inspection and documentation, materials testing, managed all project communications using SFWMD's Primavera Contract Manager software/database, represented the District in all routine status meetings and daily communication, and reviewed and approved schedule updates and pay applications.

### **Compartment B Buildout - Pump Stations G-434, 435, 436, Palm Beach County, FL**

**Engineer of Record and Project Manager.** Harry managed the intermediate and final design plans and specifications for the civil discipline and provided full time resident engineering during construction services for three major pumping stations with a combined pumping capacity of 3,200 cubic feet per second (cfs, or 2 billion gallons per day). Managed engineering during construction to resolve site/civil discipline challenges, information flow, reviewed construction documentation, and observed all aspects of construction.

### **Everglades Agricultural Area Reservoir A1, Palm Beach County, FL**

**Engineer of Record and Project Manager.** Wrote the CQC Plan, negotiated the scopes of work and budgets, and assembled a team of over 15 professionals to provide CQC testing and documentation. The team provided Quality Assurance inspection and testing services during production of aggregate for the dam and pads for drainage layers and Reinforced Cement Concrete (RCC) armoring.

#### EDUCATION

MS, Geotechnical Engineering, Georgia Institute of Technology

BS, Civil Engineering, Georgia Institute of Technology

#### REGISTRATIONS

Professional Engineer - FL, GA

#### RELEVANT EXPERIENCE

Construction Phase Services  
Surface Water Management Reservoirs  
Pump Stations  
Pipelines

#### BY THE NUMBERS

**33** years of experience

**16** years with the firm

**8** SFWMD projects

**12** CM services on large pump stations

# Mark Harber, PE, CCM

## Inspector

Mark offers proven leadership on Florida and southeast U.S. construction projects just like the Authority's largest planned projects. His extensive work performing senior level construction management and administration means the Authority can rely on the oversight for all its Capital and R&R projects.



### **C-44 Reservoir S-401 Pump Station Construction Management, SFWMD, West Palm Beach, FL**

**Construction Staff Oversight.** Mark supported construction management services for the S-401 Pump Station at the C-44 Reservoir/STA Project. This included constructing a 21,000 square foot, three-story pump station building with four, 275 cfs (178 mgd) electric pump systems and the remaining 600-feet of the C-44 Reservoir Intake Canal.

### **Richland Creek Reservoir Program, Paulding County, GA**

**Owner's Representative.** As the Owner's construction representative for the County on its \$200M program, Mark oversaw construction of all project features, including an earthen dam, a 300-acre reservoir, an 18 mgd water treatment plant, the river intake and raw water pump station, the reservoir intake and pump station, the finished water pump station, three miles of the 48-inch raw water pipeline and 12 miles of the 36-inch finished water pipeline.

### **HRSD Condition Assessment Program, Hampton Roads Sanitation District, Virginia Beach, VA**

**Construction Services Manager.** Managed construction services for a Program of four separate contracts to inspect, repair, and replace gravity sewers and force mains. Coordinated all inspection work, evaluated facility conditions, and managed the design and construction.

### **Hickory Log Creek Long Creek Dam, Pump Station and Raw Water Line, Cobb County–Marietta Water Authority, GA**

**Construction Program Manager.** Provided design and construction Program Management on a \$60M dam and reservoir program, which included a 220,000 cubic yard RCC dam, 400-acre reservoir, 40 mgd pump station, and one mile-long 42-inch ductile iron raw water pipeline. Also, Engineer of Record on the raw water pipeline project.

### **Long Creek Pumping Station and Force Main project for Charlotte-Mecklenburg Utilities, Charlotte, NC**

**Construction Services Manager.** Provided construction management on the \$14M pump station and force main project.

#### EDUCATION

BS, Building Construction,  
Auburn University

#### REGISTRATIONS

Professional Engineer -  
AL, BA, NC, VA  
Certified Construction  
Manager (CCM)

#### RELEVANT EXPERIENCE

Construction Management  
Utility Procurement and  
Construction Procedures  
Pump Stations  
Reservoirs  
Pipelines  
Intake Structures

#### BY THE NUMBERS —○

**34** years of  
experience

**11** years with  
the firm

**19** long duration,  
complex  
construction  
projects

**27** municipal  
projects



# Larry Vicars, PE, CGC

## Inspector

Larry's long history of design and construction management for large and complex Florida water storage, pumping and conveyance projects will bring the needed attention to every detail for the Authority's most important projects.



### **Compartment B Build-out, Pump Stations G-434, 435, 436, South Florida Water Management District, West Palm Beach, FL**

**Lead Project Engineer.** Larry was responsible for simultaneously overseeing pump station construction with capacities of 1120 cfs, 480 cfs and 1,600 cfs, respectively. He coordinated the purchase and delivery of Owner furnished equipment valued at nearly \$30M. Larry engaged in every aspect of construction engineering from blasting cap-rock to final acceptance testing.

### **C-43 Reservoir S-470 Pump Station Construction Management, South Florida Water Management District, West Palm Beach, FL**

**Construction Management Services.** Larry supported a staff augmentation effort for construction management of the S-470 Pump Station for the C-43 Reservoir. The project included constructing a 23,000 square foot, two-story pump station building with four, 375 cfs, 2,500 hp electric pump systems.

### **C-44 Reservoir S-401 Pump Station Construction Management, South Florida Water Management District, West Palm Beach, FL**

**Construction Management Services.** Larry supported managing construction at the S-401 Pump Station for the C-44 Reservoir/ STA Project. Project features were a 21,000 square foot, three-story pump station building with four, 275 cfs (178 mgd) pumps and the remaining portion of the C-44 Intake Canal.

### **A2-Stormwater Treatment Area, South Florida Water Management District, Palm Beach County, FL**

**Construction Management Services.** Larry provided Construction Management services for three pump stations that control water conveyance at the A2 stormwater treatment area. Pump station sizes range from 150 cfs to 650 cfs. He was also responsible for leading process/mechanical design including hydraulic calculations, engineering drawings, and technical specifications.

#### EDUCATION

BS, Chemical Engineering,  
University of Florida

#### REGISTRATION

Professional Engineer - FL  
Certified General  
Contractor

#### RELEVANT EXPERIENCE

Treatment  
Pumping Systems  
Project Management  
Construction Management  
Permitting

#### BY THE NUMBERS —

**34** years of  
experience

**11** years with  
the firm

**23** municipal  
water projects

**7** long-duration  
SFWMD  
projects



BC's average rating score on the final evaluation was "exceptional".

# C-44 Reservoir-STA S-401 Pump Station Construction Management

South Florida Water Management District, Martin County, Florida

BC provided a select team of construction management personnel to oversee construction of the S-401 Pump Station. This team worked with the contractor to deliver the project on time and received positive reviews by District Managers for their efforts.

The District engaged the support of BC to augment District staff in the construction management of the S-401 Pump Station for the C-44 Reservoir/STA Project. This pump station will provide water from the C-44 Canal to the future C-44 Reservoir via the existing C-44 Intake Canal (C-400) at the rate of 1,100 cfs (710 mgd).

The S-401 Pump Station includes: a concrete, three-story pump station building of approximately 21,000 square feet, four 275 cfs pumps with 78-inch diameter discharge driven by 1,500 hp, 3-phase, medium voltage, electric motors, various ancillary systems including: compressed air, HVAC, cooling water, potable water, control room, maintenance room, standby generator, SCADA/communication systems, security systems, computer systems, and fiber optic cabling systems, and civil works including, a pump station compound with storage building, sheet pile wing walls, approximately 600 linear feet of the C-400 Canal lined with articulated concrete block mat (ACBM) to connect from the S-401 Pump Station forebay to the existing portion of the C-400 Canal.

BC provided professional services that included: full time construction management, inspection, and documentation; materials testing; routing and filing of all project communications using the SFWMD provided Primavera Contract Manager software/database; owner representation in meetings and daily communication; and review and approval of all schedule updates and pay requests.

BC has been recognized by SFWMD for outstanding performance and has ensured that all documentation, technical review, and correspondence is complete and accessible and provided on time in accordance with contract requirements. The BC Team delivered the project on time and within budget.

PROJECT DATES  
4/2015 - 10/2018

PROJECT VALUE

BC Fees: \$4.1M

REFERENCE

Matthew Alexander  
SFWMD

3301 Gun Club Road  
West Palm Beach, FL 33406

☎ 561.682.2580

✉ malexand@sfwmd.gov

KEY PERSONNEL

Harry Tomlinson, PE,  
Construction Manager  
Larry Vicars, PE, CGC,  
Inspector  
Mark Harber, PE, CCM,  
Inspector

RELEVANCE TO RFP

Construction Management  
Document Control  
Large Pump Stations  
Large Diameter Pipelines  
Electrical and I&C

BENEFIT TO THE AUTHORITY

Proven Florida Construction  
Management Program  
Stakeholder Engagement and  
Buy-in



Effective CEI for diverse delivery methods.

# Richland Creek Reservoir and Water Supply Program CEI Services

Paulding County Water System, Georgia

To ensure regional water supply sustainability in Paulding County, BC served as the Program Manager that include comprehensive CEI Services to implement its new \$215 million Water Supply Program.

This Program allowed Paulding County to establish its own drinking water reservoir and treatment facility that provided 3.5 billion gallons of off-line raw water storage and a yield of 35 mgd. In addition, the 305-acre reservoir will allow for passive recreation.

BC provided all construction management services and onsite representation, inspection, project controls and scheduling. BC provided proactive service to keep work on schedule and properly sequenced. Each project element had separate but integrated administration due to intersecting components. Our staff facilitated communication fostered teamwork, and promoted transparency among BC, the County, engineers, and contractors. We provided rigorous documentation and reporting of daily, weekly, and monthly meetings, and rapid and widely distributed meeting minutes were key to keeping all parties working in concert and delivering on commitments. BC also assisted the County with procurement of designers and contractors using CMAR, DB, and DBB delivery models.

BC worked closely with the State and County to verify overall project success. Diverse metrics had to be met to achieve success for individual project stakeholders, ranging from regional economic impacts to site security, to effective project sequencing, to quick response to unexpected field conditions due to the nature and complexity of the program. Successfully managing the development, implementation, construction, and long-term operation of the various projects depends upon balancing the vision of the plan with the realities of these situations. It has been essential to proceed in a way that retains the value of past and ongoing efforts, aligns implementation with state funding and capital costs, and minimizes costs. For long-term success, BC helped the County integrate the new assets into their operations in line with industry best practices, including developing internal staff expertise.

PROJECT DATES  
11/2014 - 5/2021

PROJECT VALUE  
BC Fees: \$6M

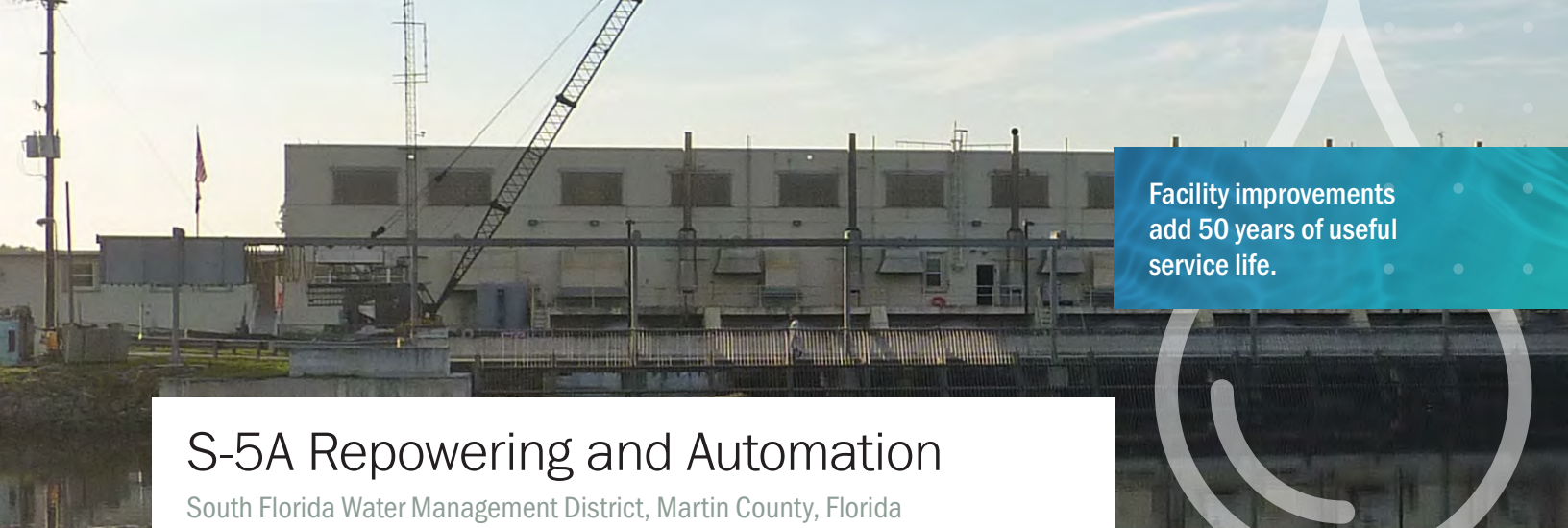
REFERENCE  
Laurie Ashmore, Director  
Paulding County Water System  
240 Constitution Blvd.  
Dallas, GA 30132  
☎ 678.224.4080  
✉ [laurie.ashmore@paulding.gov](mailto:laurie.ashmore@paulding.gov)

KEY PERSONNEL  
Rod Pope, PE, FDBIA,  
Project Director  
Mark Harber, PE, CCM,  
Construction Manager

ORG CHART PERSONNEL  
Kelly Comstock, PE,  
John Diedrich, PE, David  
Crawford, RA, LEED AP

RELEVANCE TO RFP  
Program management,  
reservoir, intake treatment  
plant, pipelines

BENEFIT TO THE  
AUTHORITY  
Similar project type and  
scope to Authority CIP



Facility improvements  
add 50 years of useful  
service life.

## S-5A Repowering and Automation

South Florida Water Management District, Martin County, Florida

This project illustrates the benefits of competent Owner's Agent services on a major capital improvement project, including planning, design and construction phase services.

Pump Station S-5A was originally designed and constructed in the 1950s. With a design capacity of 4,800 cfs (3.1 billion gallons per day), it provides a critical flood control function, as well as an important role in water supply and Everglades restoration being carried out by the District. The District's goals for the S-5A Project are to improve pump station performance and efficiency while reducing long-term O&M costs and improving operability and reliability. The S-5A Project will also provide the flexibility to adapt station functionality to the evolving needs of the District's water management programs. The project extends the useful service life for the pump station by an additional 50 years.

Design included rehabilitating the station's six 1600-HP diesel engines, dual reduction chain drives, and 116-inch horizontal axial flow pumps, as well as a complete overhaul of the station's electrical power and instrumentation / control systems.

During construction, the BC Team has been providing on-site representatives to examine design critical components throughout construction and to provide technical assistance as required by the District. BC also attends construction meetings, reviewing and responding to shop drawing submittals, RFIs, change orders and field orders and provided value engineering services.

One challenging aspect of this project during construction was poor performance of the General Contractor which ultimately led to their dismissal after three years. BC's on-site personnel worked closely with the District's Project Manager and Construction Manager to restore teamwork on the project. Subcontractors, previously under contract to the General Contractor, are now working directly for the District and has restored overall construction productivity.

PROJECT DATES  
7/2013 - 8/2022

PROJECT VALUE  
BC Fees: \$10M

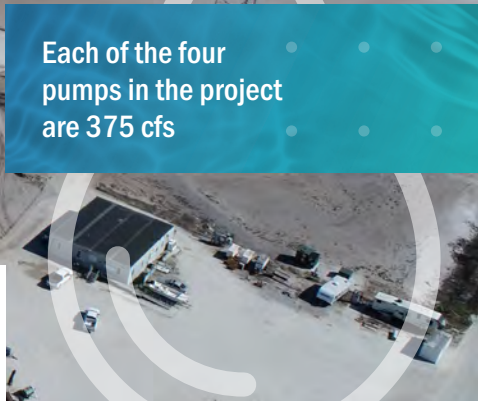
REFERENCE  
Jerry Flynn, SFWMD  
3301 Gun Club Road  
West Palm Beach, FL  
33406  
☎ 561.682.2609  
✉ gflynn@sfwmd.gov

KEY PERSONNEL  
Harry Tomlinson, PE,  
Construction Manager  
Larry Vicars, PE, CGC,  
Inspector

ORG CHART PERSONNEL  
Jim Nissen, PE  
Matthew Schultz, PE  
Bob Hrabovsky, PE

RELEVANCE TO RFP  
Construction Observation  
Document Control  
Pump Station  
Electrical/I&C

BENEFIT TO THE  
AUTHORITY  
Proven Florida Construction  
Management Program



Each of the four pumps in the project are 375 cfs

# C-43 Reservoir Pump Station S-470 Construction Management Services

South Florida Water Management District, Martin County, Florida

The C-43 reservoir pump station will support SFWMD’s mission to manage water resources for the benefit of the region, balancing the needs of the present generations with those of future generations.

BC provided select staff to augment the SFWMD construction services team for the C-43 Reservoir project. The S-470 pump station will provide 1,500 cfs (170 mgd) nominal capacity for the reservoir. BC’s scope included technical document review and inspection services of the SCADA system installed for operation of the reservoir and pump station.

The S-470 Pump Station project included procurement and installation of four 375 cfs pumps and building the pump station structure, intake and discharge bays and ancillary facilities. The construction work included dewatering, site work, grading, paving, drainage, yard piping, microwave tower and enclosure, associated electrical work, and canal improvements.

BC’s on-site Construction Manager was responsible for managing the construction contract, verifying contractor compliance with the contract and providing oversight for construction and QA testing. Specific duties included leading and documenting construction meetings, and coordinating, routing, reviewing, and responding to shop drawing submittals, RFIs, RFPs, Change Orders, Field Orders, Value Engineering proposals and submittals. BC also supported the SFWMD construction manager with review and reconciliation of construction schedules and schedule updates, contractor payment applications, and verifying project completion milestones, performance testing, and commissioning.

The BC Team also provides technical review of SCADA system submittals and provides design and field observation for installation of Remote Terminal Units (RTUs) and instrumentation to complete the SCADA system installations by the District. BC coordinated with the District SCADA Design and Installation Unit (SDI), who are completing system design and installation.

PROJECT DATES  
6/2019 - 7/2022

PROJECT VALUE  
BC Fees: \$2.2M

REFERENCE  
James Orth  
SFWMD  
3301 Gun Club Road  
West Palm Beach, FL  
33406  
☎ 561.682.6853  
✉ jaorth@sfwmd.gov

KEY PERSONNEL  
Harry Tomlinson, PE,  
Construction Manager  
Larry Vicars, PE, Inspector

ORG CHART PERSONNEL  
Jim Nissen, PE  
Matthew Schultz, PE  
Ken Hoff, CSP, CHST

RELEVANCE TO RFP  
Construction Management  
Electrical/I&C  
Pump Station  
Intake Structure

BENEFIT TO THE AUTHORITY  
Proven Florida Construction Management Program

# CEI Organization Chart

BC knows Florida construction conditions as demonstrated by successful services for large water storage, pumping, and conveyance systems.



This Team brings the Authority a local, Florida-based, construction oversight and technical subject matter expert Team to support the Authority as needed for any individual assignment for the contract duration. Using proven CM procedures, industry best practices, and Florida-specific project success, the BC Team will tailor CEI services to each Authority CIP or R&R project relative to managing schedule and budget outcomes.

- **CM/PM** includes: Monthly CM Invoicing; Schedule Evaluation; Coordination and Communication; Quality Control Plan; Safety Plans.
- **CONSTRUCTION CONTRACT ADMINISTRATION** includes: Records Management; Progress Meetings; Contract Compliance; Pay Requests; Submittal Management; Cost Controls; RFI Management; Revised Documents and Field Orders; Review of Quality Assurance Materials Testing; Permit and Mitigation Measures Compliance; Health and Safety Compliance.
- **CHANGE MANAGEMENT** includes: Reviewing/Evaluating Contractor Change Order Requests; Claims and Disputes; Investigate Differing Site Conditions; Develop and Coordinate Change Orders.
- **FINAL COMPLETION SERVICES** includes: Testing and Start-up; Substantial and Final Completion Services; O&M Manual Management; Review/Submit As-Built; Prepare Final Payment Request and Retention Release Recommendation; Deliver Final Project Files.



## CEI Key Personnel

**Mike Condran, PE** ●  
Program Manager

**Todd Bosso, PE** ●  
Backup Program Manager

**Lead Construction Manager**  
**Harry Tomlinson, PE** ●

**Construction Inspector**  
**Mark Harber, PE, CCM** ●

**Construction Inspector**  
**Larry Vicars, PE, CGC** ●

## Construction Support Resources

**Project Controls / Submittal, Document Management**  
**Rob Gaylord, PE** ●  
**Anand Mody, PE** ●  
**Phil Walker, PE, ENV SP** ●  
**Miquel Cruz, PE** ●  
**Greg Mathews**  
**Justin Saarinen, GISP (KH)** ●  
**Heather Ripley, PE (KH)** ●

**Planning, Startup & Commissioning**  
**Rhonda Harris, PE\*, BCEE, PMP, MIAM, F.WEF**  
**Scott Welsh** ●

**O&M Manual Oversight**  
**Lance Salerno, QEP**

**Public Outreach**  
**Valerie Ciudad-Real (VG)** ●

**Construction Inspection**  
**Abby Brown, EI** ●  
**Seth Franklin**  
**Melvin Monroe**  
**Chris Thornberry (KH)** ●  
**Rocco Angerami (KH)** ●  
**Ramon Diaz (KH)** ●  
**Safety**  
**Ken Hoff, CHP, CHST** ●  
**Penny Bassett, CSP, CEM**

**Cost Estimating & Scheduling**  
**Dan Goodburn**  
**Ian Kruljac**

**Contract Compliance Support**  
**Pat Tangora, PE\***  
**Scott Welsh** ●

**CEI Risk Manager**  
**Craig Martell**  
**Constructibility Review**  
**Matthew Schultz, PE, PMP** ●  
**Regulatory and Permitting Support**  
**Suzannah Folsom, PE, PMP (JC)** ●  
**Abby Brown, EI** ●

**Asset/Data Management**  
**Anne Kennedy**  
**Ryan Pulis, GISP**  
**Justin Saarinen, GISP (KH)** ●

**Material Testing**  
**David Rancman, PE (H2R)** ●  
**Ricardo Ruiz (H2R)** ●

**Survey**  
**Russell Hyatt, PLS (HS)** ●

## Technical Support / Advisors

**Pump Station SME**  
**Jim Nissen, PE** ●  
**Hydraulic Modeling SME**  
**Jacob Young** ●

**Pipeline SME**  
**Victor Hurlburt, PE** ●  
**Electrical/I&C SME**  
**Hector Serrano, PE** ●

**Water Treatment Plant SME**  
**Nigel Grace, PE** ●

**Agent Staff**  
**Rod Pope, PE, FDBIA** ●  
**Elizabeth Minyard, CRL, DBIA** ●

**Heavy Civil**  
**Jeff Kivett, PE**

**Collaborative Delivery**  
**Dan Augusti, PE, CGC, DBIA** ●

**Water Treatment**  
**Kelly Comstock, PE**

**Pump Station**  
**Scott Hall, PE**

**Electrical/I&C**  
**John Diedrich, PE**

**Hydraulic Modeling**  
**Gabriel Retana, PhD, PE** ●

### KEY

● Local Staff ● Key Staff ● Kimley-Horn (KH) \*\* Juturna Consulting (JC) \*\* TAP Resource Dev. Group (TPDG) \*\* ASRus (ASR) Earth Resources (ER) Florida Acquisition & Appraisal, Inc. (FAA) H2R Corporation (H2R) Hyatt Survey Services (HS) Valerin Group (VG) \*Professional Engineer in Specific States \*\*Exclusive team members

## Featured Team Members

**Jeff Kivett, PE // Heavy Civil**

Jeff joined BC after spending 9 years as Director of Operations, Engineering and Construction for the South Florida Water Management District, bringing a unique Owner's perspective to the Authority. During his District tenure, he guided development, execution, and operation for significant advancement of the Comprehensive Everglades Restoration Plan and Restoration Strategies.

**Rhonda Harris, PE\*, BCEE, PMP, MIAM, F.WEF**

O&M Manual Oversight, Contract Compliance Support  
Dedicated to developing workforce and performance management programming, developing and implementing O&M training curricula, developing and managing O&M manuals, start-up, commissioning, and acceptance testing. Rhonda was previously part of the Team with TAP Resources that developed workforce development plans for the TOHO Water Authority in Kissimmee.

**Craig Martell // CEI Risk Manager**

Craig brings deep risk management capability in the covering the entire range of complex water infrastructure projects, nationally and internationally. In his role as Commercial Director for Risk Management, Craig's expertise for the Authority includes planning, design, procurement, project management, change/claims management, risk management, and project controls.

**Dan Augusti, PE, CGC, DBIA**

Collaborative Delivery Technical Advisor  
Having worked on the REP project at the PRF, Dan brings the Authority a 27-year proven track record as both engineer and contractor to successfully deliver water projects. This past work offers important familiarity with the PRF.

**Anne Kennedy // Asset/Data Management**

A critical matter for the contract will be taking advantage of applying Asset Management advances for existing and new Authority assets. Anne offers nearly 30 years with asset and maintenance management to improve management by creating a repeatable, standardized approach.

## CONSTRUCTION ENGINEERING INSPECTION APPROACH

# Detailed, collaborative, and effective CEI services will drive design, schedule, and budget conformance

The Authority's robust capital program and key commissioning milestone commitments mean several projects will be delivered simultaneously over the next 8-10 years at varying completion stages. An organized OA with Construction Management (CM) Team with appropriate local staffing is essential to provide necessary document reviews and project controls, field oversight, and coordination among all project stakeholders.

### CHALLENGE //

The planned capital and R&R projects vary considerably in scope and complexity, from the sizable new reservoir, the new river intake, potable treatment systems, large diameter transmission mains, and R&R needs. The larger projects all have multi-year delivery schedules. Understanding this reality is a critical consideration for each project individually and for the overall Program.

### APPROACH //

Also at the Program outset, BC will facilitate a partnering session with the Authority to set a Mission Statement and establish overall goals. This sets expectations and identifies key features related to effective CM, communications planning, assigning roles and responsibilities, and setting accountability measures.

In order to properly forecast known and anticipated construction schedules to meet Program goals and their deadlines, the first step will be completing a detailed Programmatic schedule laying out critical milestones. This living document will be maintained and updated as each project progresses. Using this tool, BC will proactively organize resource commitments and allocation well in advance of each project construction start date. Our construction staffing plan begins on "Day 1".

Each project will have its own technical requirements that will engage our CM Team in early constructability reviews and later to confirm that construction meets the design intent and adheres to schedule and budget. While many CM procedures will apply equally to each assignment, our Construction Manager, Harry Tomlinson, will oversee the entire Program that features three critical attributes:

- ✓ **On-time Delivery.** BC will drive Programmatic schedule compliance with continuous updates.
- ✓ **Accountable and Knowledgeable Team.** With BC's Florida experience on similar heavy civil and mechanical projects, and lessons learned, there is no learning curve for this Team.
- ✓ **Solution-based CM Approach.** Our CM Team will anticipate and engage our experts to recognize and resolve issues and provide the Authority vetted solutions to minimize or remove obstacles.

BC's approach for the Program, and for each construction project, includes several essential elements:

1. **Monthly Project Scorecards**, BC, with input from all project Team members to elicit feedback, gather comments, set grades, and celebrate successes;
2. **Decision Making Responsibility Matrix** to facilitate timely and effective decisions;

3. **Decision Logs** to regularly document and update project status;
4. **Meeting Organization**, which entails Weekly Small Groups to maintain direction and goals, drive outcome-focused processes, manage expectations to optimize decision making; Weekly/Monthly Owner Progress Meetings that review all project facets with a larger stakeholder group and is informational in nature; Financial Meetings where frequency is determined by project complexity, to help manage budgets and any allowances, look ahead to projected work, supports decision making, and identify out of scope issues affecting budget; Executive Team Meetings which build trust among all stakeholders, maintains overall strategy and decisions, allows for collaboration time, supports continuous resource commitment, celebrates successes, maintains open communication, and facilitates timely decisions.

### PHASE 3C INTERCONNECT APPROACH //

The Phase 3C regional transmission main will be the first capital project delivered for the Program, and the first ever using collaborative delivery by the Authority. Progressive Design Build was selected to meet the compressed schedule required by Sarasota County's supply needs. As presented at the April 6, 2022 Board meeting, the selected Design-Builder will be issued its Notice To Proceed on October 1, 2022, with a 30-month completion schedule by March 31, 2025.

As the Authority's OA, immediately upon the Contract Execution, and prior to the Design-Builder NTP, we can support this aggressive schedule using three simultaneous steps:

1. With our subconsultant Florida Acquisition & Appraisal (FLAA), we will begin coordinating the necessary five easement acquisitions along the Route B1 alignment. BC will coordinate with our surveyor, Hyatt Survey, to develop the legal descriptions

for each of the five easements. While donations and voluntary easement acquisitions are preferred, we will evaluate, in coordination with the Authority, whether any of the easements may require the use of eminent domain. In this case, starting as soon as possible is essential to mitigate or eliminate any schedule impacts.

2. Our pricing and material availability insights for large diameter pipe projects in Florida and around the country will inform the Authority's options to make a best-value decision for the pipe and valves. BC will quickly develop technical guidance on these options to prepare a design criteria document to make best value decisions.
3. Current supply chain uncertainty suggests potentially much longer lead times for large equipment, with the potential for up to 20 months for some of the most critical items. A significant schedule consideration is related to delivery times for the pumps, motors, variable frequency drives, and supporting electrical equipment. In collaboration with the Authority, our hydraulic modeling, pump station, and electrical design experts will evaluate key design considerations in setting pumps and VFD sizes, thus supporting an expedited final sizing and selection by the DB design lead, allowing for accelerating critical Purchase Orders.

Additional key input by the CM Team on the Phase 3C and other projects will be ongoing discussions and reviews of the DB designs for constructability, accessibility, operations and maintenance, and other significant outcome focused considerations.

A specific benefit to the Authority is Harry's experience as an embedded Construction Manager with the SFWMD, providing oversight on large and complex heavy civil and mechanical construction works. He understands firsthand the unique challenges of project delivery in Florida.



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# Criteria 4: Technical Services

SECTION 5



# Jacob Young, PE

## Hydraulic Modeling

Jacob's expertise focuses on evaluating and optimizing water distribution networks using computer modeling and associated field testing methods. His proficiency with WaterGEMS will allow analysis using the existing Authority model and ongoing updates from revised demand projections straightforward to support system evaluation.



### **Water and Wastewater Master Plan, City of West Palm Beach, FL**

**Technical Lead - Water.** Jacob developed first all-pipe computer model of City's potable water distribution system including tailored calibration plan and performed field testing including flow tests, pump tests, and operations monitoring. Identified closed valves in key transmission mains and pump performance issues during calibration. Used the calibrated model to evaluate water system and create master plan that addresses operational efficiency issues, water quality challenges, emergency storage concerns.

### **Water Model Update and Operations Plan Development, Lugoff-Elgin Water Authority, SC**

**Project Engineer.** Jacob's work including updating the existing water distribution system model in WaterGEMS with new facilities and current operating strategy. Performed field testing and calibrated model. Used model to evaluate water age in existing system for current operations, as well as develop new operating strategy and minor system improvements to minimize water age and resolve low chlorine residual issues.

### **Leupp-Dilkon Water Distribution System Analysis, Navajo Nation, AZ**

**Project Engineer.** Jacob created a WaterGEMS model of two water systems. Calibrated models to match field operations even with several challenges with data availability. Used models to evaluate existing systems and plan operational and physical changes to systems that included new transmission line. Also created capital improvements plan for systems.

### **Water Model Build and Master Plan, City of Central Point, OR**

**Project Manager.** Jacob created hydraulic model of City's potable water distribution system using field data to calibrate model. Combined water distribution model with hydraulic model of City's wholesale water supplier water system. He worked with City and their wholesale supplier to evaluate potential operational changes and/or capital improvements that could be made to minimize City's peak-hour demand on wholesale system. Combined model was used to determine most cost-effective solution.

#### EDUCATION

MS/MSc, Hydraulic Engineering, Utah State University, Logan, Utah

BS/BSc, Civil and Environmental Engineering, Utah State University, Logan, Utah

#### REGISTRATION

Professional Engineer - UT

#### RELEVANT EXPERIENCE

WaterGEMS

Surge Analysis

Master Planning

Hydraulic Structure Design

GIS

#### BY THE NUMBERS

**15** years of experience

**14** years with the firm

**29** modeling projects

**8** modeling software applications experience

# Victor Hurlburt, PE

## Pipeline Design

Victor's Florida-based large-diameter pipe design experience offers the Authority the needed expertise to support any technical need related to design approach, permitting, and construction challenges for regional water transmission main projects and interconnecting pipes from the river intake to the existing and the new reservoir systems.



### **Design and Construction 36-inch and 42-inch Force Main for CONSERV I Flow Diversion, City of Orlando, FL**

**Project Manager.** Victor served as project manager for study, design, permitting and construction administration services of a phased (Phase 1 and 2) 8.5 miles segment of 36-inch, 42-inch, and 48-inch diameter force main with numerous trenchless technology crossings of roadways and waterways.

### **Pipeline Crossing of Interstate 95 by Directional Drilling, City of Daytona Beach, FL**

**Project Manager.** As project manager, Victor led the design, FDEP and County permitting, and construction administration of a combination of jack and bore installation, and open trench installation for one mile of 24-inch diameter water main, 12-inch diameter reclaimed water main and 8-inch diameter sanitary force main crossing under I-95 in Daytona Beach.

### **Sewage Force Main, City of Miramar, FL**

**Project Manager.** Victor led the design and FDOT, FDEP, and County permitting of five miles of combined 24-inch and 30-inch diameter sanitary force main along major roadways in Miramar.

### **24-inch Reclaimed Water Main Design, Florida Governmental Utility Authority, Poinciana, FL**

**Project Manager.** Design and permitting of 24-inch diameter reclaimed water transmission pipeline measures approximately 14,000 linear feet in length and includes trenchless technology crossings of various roadways and a railroad.

### **Continuing Water Consultant Services, City of Daytona Beach, FL**

**Project Manager.** Victor managed several projects under the contract, including pipelines up to 30-inch diameter systems that include extensions and replacement projects, and involved various construction methods using jack and bore, microtunneling, and open cut, as well as river crossing installations.

#### EDUCATION

BS, Civil Engineering,  
University of Vermont,  
Burlington, Vermont

#### REGISTRATION

Professional Engineer - FL

#### RELEVANT EXPERIENCE

Pipeline Design  
Project Management  
Design and Permitting  
Construction Administration

#### BY THE NUMBERS

**46** years of  
experience

**9** years with  
the firm

**35** pipeline  
projects

**20** WTP  
projects

# Jim Nissen, PE

## Pump Station Design

Jim's Florida pump station design includes some of the largest facilities in the State. This experience directly benefits the Authority by providing the technical expertise needed to support review and evaluation for the intake pump station design as well as transmission main booster stations.



### **EAA A-2 Stormwater Treatment Area, South Florida Water Management District, West Palm Beach, FL**

**Project Manager.** Design improvements to convey up to 3,000 cfs (1.9 billion gallons per day) of Lake Okeechobee releases from the Miami Canal to the EAA A-2 Reservoir and to treat 650 cfs of flow from the reservoir in a new EAA A-2 Stormwater Treatment Area. The project includes 6,500 acres of constructed wetland treatment area, 23 miles of canal and associated levees, three pumping stations, two large roller-gate spillway structures, 11 gated STA inflow/outflow structures, and a 330-foot long, triple barrel, 10' x 10' box culvert discharge structure to carry treated water.

### **Pumping Station S-5A Refurbishment, Repowering and Automation, South Florida Water Management District, West Palm Beach, FL**

**Project Manager.** Design and construction services for refurbishment, repowering and automation of Pumping Station S-5A, a 4,800 cfs (3.1 billion gallons per day) pump station that is critical to the South Florida Water Management District's mission of providing flood control in South Florida.

### **Everglades Stormwater Treatment Planning and Design, South Florida Water Management District, West Palm Beach, FL**

**Task Manager and Technical Reviewer.** Planning, permitting support and design of a 2000-acre expansion to Stormwater Treatment Area 2. Project required fast track design and construction to satisfy the mandated schedule requirements of the Everglades Forever Act.

### **Lift Station No. 5 Construction Services, City of Orlando, FL**

**Project Manager.** Construction administration services during construction of a new 10 mgd submersible pump station near downtown Orlando. Work included monitoring of Contractor progress and quality of workmanship; review of Contractor payroll records and interviews with Contractor personnel for Davis-Bacon compliance; review of Contractor submittals, RFIs, and change order requests; substantial and final completion inspections; and final certification of construction to the City and the FDEP.

#### EDUCATION

MS, Civil Engineering,  
Duke University

BSE, Civil Engineering,  
Duke University

#### REGISTRATIONS

Professional Engineer -  
FL, GA, NC

#### RELEVANT EXPERIENCE

Pump station design  
Permitting  
Construction Engineering  
Water Resources Planning  
and Design

#### BY THE NUMBERS —○

**45** years of  
experience

**38** years with  
the firm

**9** SFWMD/  
Everglades  
restoration  
projects

**40** Florida  
projects

# Hector Serrano, PE

## Electrical, Instrumentation & Controls

Hector served as an embedded staff to SFWMD delivering in-house design of control, instrumentation, communications, and power distribution systems. This work included some of the most complex water infrastructure projects in South Florida, and bring immediate value to the Authority's OA contract.



### SCADA (I&C) Extension of Staff, South Florida Water Management District, Palm Beach County, FL

**I&C Engineer.** Hector's work includes installation of contract deliverables, SCADA integration, and site inspection. Hector reviews design documents and drawings for upcoming projects, performs field inspections of SCADA related components during construction, verifies conformity to drawings and specifications, manages field installation of RTUs and peripheral components, performs system administration functions, manages appropriate computer resources to support information needs within the SCADA Design and Installation Unit, and research and development of instrumentation and other SCADA components in laboratory.

### Pump Station Improvement Program, Miami-Dade Water and Sewer Department, FL

**Project Engineer.** Hector was responsible for assessing and evaluating the condition of existing electrical equipment in sewage lift stations. The inspections included electrical equipment starting at the utility service entrance, onto the pump control panels (pump motor controllers, well level sensing instruments, telemetry panels) and ending at the electric pump motors.

### Immokalee WTP Expansion, Seminole Tribe of Florida, FL

**I&C Engineer.** Responsible for the preparation of Contract Specifications and Drawings for the Instrumentation, Controls and Networking components related to the plant expansion. Hector completed the design which included drawings and specifications for the installation of instrumentation, control valves and programmable logic controllers to implement the control of the new equipment and its operation. The added systems also required an expansion of industrial communication systems resources related to the existing plant SCADA network.

#### EDUCATION

BS/BSc, Electrical Engineering, Florida International University

#### REGISTRATION

Professional Engineer - FL

#### RELEVANT EXPERIENCE

Electric/electronic Pump Control Instrumentation Control Systems  
PLCs  
Networking  
E/I&C Specifications  
CADD

#### BY THE NUMBERS —○

**20** years of experience

**6** years with the firm

**5** SFWMD/ Everglades restoration projects

**9** Florida projects

# Nigel Grace, PE

## Water Treatment Plants / Process Control

Nigel's deep potable water treatment experience includes all project phases, from planning, treatment investigations, design, regulatory evaluations and negotiations, vulnerability assessments, and client advocacy. This background assures the Authority the needed capability to support all new treatment systems design.



### WTF Process Upgrades, West Palm Beach, FL

**Project Manager.** Upgrades to the City's 47 mgd facility included design and implementation of filtration system upgrades; design and implement improvements (chemical feed/controls systems) required to provide the flexibility to operate the plant in an enhanced coagulation, softening or split treatment modes; and design and implementation of modifications to support the implementation of biological filtration for enhanced precursor removal and bio-stabilization of the finished water.

### Water Supply and Reverse Osmosis (RO) Treatment Facility Expansion, Hollywood, FL

**Technical Reviewer.** Nigel provided technical oversight on the expansion of the City's 42 mgd treatment facility, (comprised of nanofiltration, reverse osmosis (RO) and lime softening elements with the planning, design, construction and startup of the capacity expansion for City's existing RO treatment facility, replacement of two RO skids and facility-wide electrical and control system upgrades.

### WTP Rehabilitation and Pretreatment Upgrades, North Miami Beach, FL

**Project Director.** Phased upgrades to the 32 mgd Norwood WTP to address source water vinyl chloride contamination as well as the replacement/renewal of aging and inefficient elements of the facility. Upgrades were implemented while maintaining operational continuity of the facility.

### Springtree WTP Expansion, Sunrise, FL

**Lead Design Engineer.** Nigel led preliminary and detailed design of the 12/28 mgd plant expansion. Process components included lime softening, deep-bed high rate filtration, washwater recovery, sludge thickening, transfer and high-service pumping facilities, chemical feed systems (polymer, lime, chlorine, ammonia, fluorosilicic acid, phosphate) and comprehensive SCADA system upgrades.

#### EDUCATION

ME, Environmental Engineering, University of Florida

BS, Chemical Engineering, University of Florida

#### REGISTRATION

Professional Engineer - FL

#### RELEVANT EXPERIENCE

Water Treatment  
Water Supply  
Water Quality  
Residuals Management  
Water Systems Planning  
Florida Regulatory Requirements

#### BY THE NUMBERS —

**32** years of experience

**11** years with the firm

**36** water quality projects

**80** Florida projects

# Technical Services Organization Chart

Our team excels at performing all aspects of Owner's Agent services and stands ready to deliver for Peace River.



## KEY

- Local Staff    📌 Key Staff
- Kimley-Horn (KH) \*\*
- Juturna Consulting (JC) \*\*
- TAP Resource Dev. Group (TPDG) \*\*
- Applied Sciences (AS) \*\*
- ASRus (ASR)
- Earth Resources (ER)
- Florida Acquisition & Appraisal, Inc. (FAA)
- H2R Corporation (H2R)
- Hyatt Survey Services (HS)
- Valerin Group (VG)
- \*Professional Engineer in Specific States
- \*\*Exclusive team members



Mike Condran, PE 📌 ●  
Program Manager

Todd Bosso, PE 📌 ●  
Backup Program Manager

## CEI Key Personnel

- |  |  |   |
|--|--|---|
| Lead Construction Manager<br>Harry Tomlinson, PE 📌 ● | Construction Inspector<br>Mark Harber, PE, CCM 📌 ● | Construction Inspector<br>Larry Vicars, PE, CGC 📌 ● |
|--|--|---|

## Agent Staff

- Rod Pope, PE, FDBIA 📌  
Elizabeth Minyard, CRL, DBIA 📌

## Technical Resources

- |   |  |  |
|---|--|--|
| Pump Station SME<br>Jim Nissen, PE 📌 ●  | Pipeline SME<br>Victor Hurlburt, PE 📌 ●      | Water Treatment Plant SME<br>Nigel Grace, PE 📌 ● |
| Hydraulic Modeling SME<br>Jacob Young 📌 | Electrical/I&C SME<br>Hector Serrano, PE 📌 ● |  |

## Technical Advisors

- |  |                                       |   |
|--|---------------------------------------|---|
| Heavy Civil<br>Jeff Kivett, PE                         | Water Treatment<br>Kelly Comstock, PE | Electrical/I&C<br>John Diedrich, PE             |
| Collaborative Delivery<br>Dan Augusti, PE, CGC, DBIA ● | Pump Station<br>Scott Hall, PE        | Hydraulic Modeling<br>Gabriel Retana, PhD, PE ● |

## Support Resources

- |   |  |  |   |  |
|---|--|--|---|--|
| Pump Station<br>Anand Mody, PE ●                                  | AutoCad/GIS-Digital Services<br>Ryan Pulis, GISP<br>Justin Saarinen, GISP (KH) ●                                   | Value Engineering<br>Rod Pope, PE, FDBIA<br>Jeff Kivett, PE                              | Workforce Development/<br>Succession Planning<br>Richard Gerstberger, PE, MBA (TAP)<br>Rhonda Harris, PE*, BCEE, PMP, MIAM, F.WEF | Sustainability/<br>Envision<br>Phil Walker, PE, ENV SP ●<br>Jordan Walker, PE, ENV SP (KH) ● |
| Hydraulic Modeling<br>Heather Ripley, PE (KH) ●                   | RCD/RCM and Support<br>Elizabeth Minyard, CRL, DBIA  | Land Acquisition Assistance<br>Jack Curatelli, SR/WA (FLAA) ●<br>David Montalvo (FLAA) ● | Funding Strategies<br>Suzannah Folsom, PE, PMP (JC) ●<br>Mark Hammond, PE (AS) ●  | Architecture<br>David Crawford, RA, LEED AP  |
| Pipeline<br>Phil Walker, PE, ENV SP ●<br>Ashley Miele, PE (KH) ●  | Procurement and Bidding Assistance<br>Gus Hrcir, Associate DBIA<br>Josh Thomas, Associate DBIA<br>Robbin Kilgore ● | Environmental Services<br>Nancy Scott (ER) ●<br>Jill Stachura                            | Structural<br>Robert Hrabovsky, PE ●  | Asset/Data Management<br>Anne Kennedy  |
| Electrical/I&C<br>Ryan Abraham, PE ●                              | Design Criteria Packages<br>George Bloom, PE* ●  | Environmental Survey and Mitigation<br>Dan Hammond ●<br>Stacy Villaneuva ●               | Regulatory and Permitting Support<br>Rob Gaylord, PE ●  | Risk Manager<br>Craig Martell  |
| Water Treatment<br>Doug Eckmann, PE (KH) ●                        | Safety<br>Ken Hoff, CHP, CHST ●<br>Penny Bassett, CSP, CEM   | Public Engagement<br>Valerie Ciudad-Real (VG) ●  | Survey  |  |
| Hydrogeology<br>Gregg Jones, PhD, PG ●<br>Mark McNeal, PG (ASR) ● |  |  |   |  |

## Featured Team Members

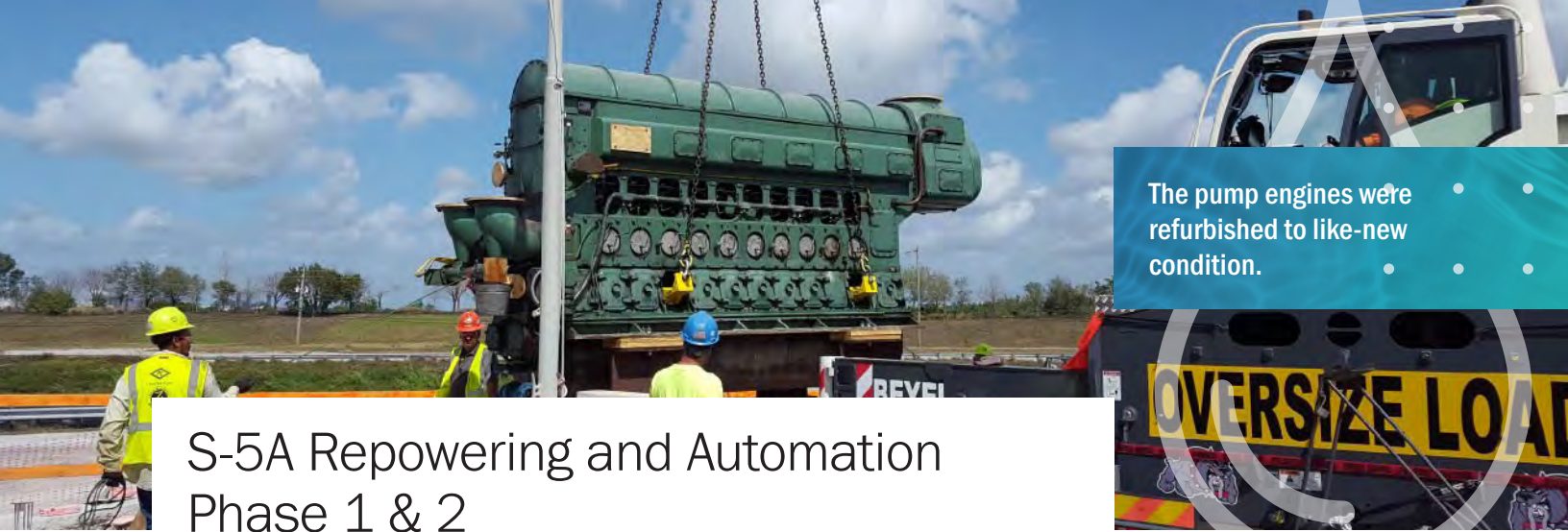
**Gregg Jones, PhD, PG // Hydrogeology, Funding Strategies**  
Gregg's 35 years' experience includes 22 in the public sector with SWFWMD where he oversaw MFL and ASR development programs, the hydrogeologic assessment/modeling section, and developing the District's five-year Regional Water Supply Plans. He also co-managed SWFWMD's cooperative funding program where he previously worked closely with Authority staff to assist with a major expansion of the reservoir and river intake and treatment capacity.

**Gus Hrcir, Associate DBIA // Procurement And Bidding Assistance**  
Gus oversees BC's support of the project procurement process from qualifications, proposals, and award, and refining best practices to meet the Authority's best interests. Gus' expertise with DB project development includes more than \$2.3B in complex water infrastructure procurements, offering a diverse and comprehensive capability to support the Authority's project delivery methodology.

**Kelly Comstock, PE // Water Treatment Technical Advisor**  
Kelly most recently managed the Paulding County, Georgia water reservoir, intake, treatment and conveyance project. This \$215M Program includes all elements of the Authority's PR3 projects. This recent experience gives Kelly unique insights at project challenges and how to effectively and successfully manage such challenges.

**Doug Eckman, PE // Water Treatment**  
Doug has successfully delivered Authority projects since 1996, including the \$113M REP at the PRF in 2010. With his thorough understanding of the Authority and extensive background with collaborative and conventional delivery methods, Doug brings an uncommon capability to broadly support the BC team with numerous technical assignments.

**Suzannah Folsom, PE, PMP // Funding Strategies**  
Suzy offers a critical Owner's perspective to the Team, having managed dozens of identical technical and engineering assignments with Tampa Bay Water, including DB project delivery, hydraulic analyses, project shutdowns and commissioning, project funding, and permitting. She has worked closely with many of the Authority staff, and also has current experience working for two other regional water supply authorities in Florida, Tampa Bay Water and the Withlacoochee Regional Water Supply Authority.



The pump engines were refurbished to like-new condition.

## S-5A Repowering and Automation Phase 1 & 2

South Florida Water Management District, Palm Beach County, Florida

The completed design provides a fully automated flood control pump station that meets current District design standards without the need for structural improvements to the station superstructure.

Pump Station S-5A, originally designed in the 1950s, provides a critical flood control function, as well as an important role in water supply and Everglades restoration projects being carried out by the District. The District's goals for the S-5A Project were to improve pump station performance and efficiency while reducing long-term O&M costs and improving operability and reliability. The S-5A Project will also provide the flexibility to adapt station functionality to the evolving needs of the District's water management programs. The Project will provide an additional 50 years of service life to the station.

BC's work on the S-5A Project is being conducted in three phases. The first phase was comprised of a Business Case Evaluation (BCE), intended to define the primary components of the Project. The major components of the design included complex refurbishment of the six existing pumps to a like-new condition; complete station electrical equipment replacement and upgrade, including new FP&L power supply, new power distribution system and new standby generators; new instrumentation/control system for full station automation including pumping systems, related auxiliaries and balance-of-plant support systems; extension of a potable water line from the existing County main west of the site to the Pump Station Building and on-site Administration Building; replacement of the overhead bridge crane; and improvements to the station's raw water intake and conveyance system improvements including new canal intake structure, raw water strainers and distribution system piping. To allow the refurbishment work to occur year-round, temporary bypass pumping equal to the capacity of one of the six S-5A pumps will be provided. This is expected to reduce the overall duration of the Project from 7 years to 5 years or less. Construction NTP was issued in October 2016. BC provided construction services with dedicated staff on site to support District staff.

PROJECT DATES  
7/2013 - 8/2022

PROJECT VALUE  
BC Fees: \$10M

REFERENCE  
Jerry Flynn  
SFWMD  
3301 Gun Club Road  
West Palm Beach, FL 33406  
☎ 561.682.2609  
✉ gfflynn@sfwmd.gov

KEY PERSONNEL  
Jim Nissen, PE, Project Manager  
Harry Tomlinson, PE, Construction Manager  
Larry Vicars, PE, CGC, Inspector  
Mark Harber, PE, CCM, Inspector

ORG CHART PERSONNEL  
Matthew Schultz, PE  
John Diedrich, PE  
Bob Hrabovsky, PE

RELEVANCE TO RFP  
Pump Station  
Raw Water Intake  
Potable Water Pipeline  
Electrical/I&C

BENEFIT TO THE AUTHORITY  
Large Florida pump station and water conveyance project





Direct purchase of major pump equipment saved a year during construction.

# Compartment B Stormwater Treatment Area Project

South Florida Water Management District, Palm Beach County, Florida

BC successfully met a fast-track project schedule to comply with a legal mandate for a flow-capable system by December 2010.

The Compartment B Project is a component of the Everglades Forever Act (EFA, F.S. 373.4592) to further assist the existing STAs in improving the quality of water entering the Everglades Protection Area (EPA).

BC provided preliminary through final design including civil, structural, mechanical, electrical, instrumentation, and operations plans; permitting support; and engineering during construction and on-site engineering during construction services.

Compartment B added four new cells totaling approximately 9,500 acres to the existing STA-2. The design had to accommodate continued operation of STA-2 during construction. BC directed the effort to build in operational flexibility to the design of Compartment B. This project allows stormwater inflow from either the North New River Canal (NNRC) through new pump stations constructed as a part of the project, or from the Hillsborough Canal from the existing STA-2 Inflow Pump Station. Existing canals and levees were re-purposed whenever practicable.

The resulting design included two inflow stormwater pump stations, an outflow pump station, a smaller seepage control pump station, 21 miles of levee and canal, 22 gated culvert water-control structures, and 3 bridges. The two inflow pump stations were designated G-434 with a capacity of 1120 cfs to NBO and G-435 with a capacity of 480 cfs to SBO. The outflow pump station (G-436) with a capacity of 1,600 cfs conveys treated water from the Compartment B expansion to the L-6 canal. BC completed all site survey and geotechnical investigations, prepared the Basis of Design Report, and prepared Preliminary, Intermediate, Pre-Final, and Final Design documents.

BC also provided Engineering During Construction (EDC) services during the construction phase which involved multiple contractors and construction managers.

PROJECT DATES  
1/2005 - 7/2012

PROJECT VALUE  
BC Fees: \$15.5M

REFERENCE  
Matt Alexander  
SFWMD  
3301 Gun Club Road  
West Palm Beach, FL  
33404

☎ 561.682.2580  
✉ malexand@sfwmd.gov

KEY PERSONNEL  
Jim Nissen, PE, Project  
Manager

ORG CHART PERSONNEL  
Harry Tomlinson, PE  
Bob Hrabovsky, PE  
John Diedrich, PE  
Gabe Retana, PhD, PE

RELEVANCE TO RFP  
Pump Station Design  
Electrical/I&C

BENEFIT TO THE  
AUTHORITY  
Large Florida pump station  
and water conveyance  
project



Contract packaging reduced the overall project schedule by more than 6 months.

# 14 Mile Transmission Main Loop

Great Lakes Water Authority (GLWA), Detroit, Michigan

BC developed an innovative project approach that allowed for a critical portion of the project to be completed early. The approach involved splitting the project into the two phases, allowing Phase 1 to be expedited to reinforce the failure-prone 14 mile road pipeline and allow for an early start of repair work.

GLWA selected BC in 2019 to provide professional engineering services related to the construction of a new water transmission main in Oakland County Michigan. The new water transmission main will be constructed to create a water transmission loop and parallel water main that will provide redundant water service to GLWA customers currently served off a single, non-looped transmission main.

The first element of the project was to perform a route study. BC met with all the cities, key stakeholders and MDOT to determine the best route for the pipeline. The route selected utilized MDOT right of way for the majority of the project to minimize disruption to the community.

The project has several specific challenges: The pipe is a 54-inch diameter pipeline and was bid with three pipe alternatives (steel, ductile iron and pretension). A 2,400 foot long segment where the pipe will be installed on micropiles due to poor soil conditions. The project also hop taps a 42-inch PCCP. There are six tunnels under or adjacent to the freeway. All tunnels were reviewed and approved by MDOT. The tunnels are either jack and bore (if above the water table) or are earth balance machines. The longest tunnel is 1,300 ft long. The contract includes a Geotechnical Base line Report and specify the monitoring system.

There is a flow control structure that provides pressure control based upon the direction of flow. The pressure requirement vary depending upon the direction of the flow. The project also includes construction of approximately 1 mile of new 24-inch ductile iron pipe which runs parallel to the 14 Mile TM. This TM provides flow to service connections west of the Haggerty Pump Station if the 14 Mile Rd TM is out of service.

PROJECT DATES  
3/2022 - 4/2024

PROJECT VALUE  
BC Fees: \$6.3M

REFERENCE  
Tim Kuhns  
Great Lakes Water Authority  
735 Randolph, Suite 1900,  
Detroit, MI 48226  
☎ 734.634.7861  
✉ Timothy.Kuhns@glwater.com

ORG CHART PERSONNEL  
John Diedrich, PE  
Dan Goodburn  
Scott Hall, PE  
Ken Hoff, CSP, CSHT

RELEVANCE TO RFP  
Large Diameter Pipeline

BENEFIT TO THE AUTHORITY  
Efficient scheduling allowed the project to stay on a tight timeline to meet funding requirements



BC's design identified options that will result in savings of \$18M in capital costs.

# Electrical Improvements at the Central District WWTP

Miami-Dade Water and Sewer Department, Miami, Florida

BC is designing replacements to nearly all electrical service facilities at CDWWTP with two new Electrical Distribution Buildings, new power feeds and ductbanks to substantially improve reliability and resiliency.

The Central District Wastewater Treatment Plant (CDWWTP) is the oldest of Miami's three WWTP, with aging electrical infrastructure, many over 40 years old, and located in a location vulnerable to climate change.

BC is designing two new buildings to replace the existing building and provide improved resiliency with a finished floor elevation of 21 ft. BC is leading negotiations with Florida Power & Light Company (FPL) for reliable power feeds and replacing all ductbanks from the new buildings to substations located throughout the plant with added resilient features. The design of this critical infrastructure demands high-quality engineering with comprehensive efforts to coordinate existing and future facilities.

The new buildings will be the primary power distribution centers to all existing and new process areas for the CDWWTP. The new buildings will house all new equipment, including electrical switchgears, transformers, battery systems, motor control centers, electrical/oil powered generators, generator fuel tanks, air compressors, air-conditioning units, and plant wide distribution control systems specific to each building service area. This new infrastructure replaces the aging equipment in the existing building for improved reliability.

The buildings increase the reliability of power during a storm with each building equipped with 9 emergency generators including two standby generators per building. As part of the finalization, BC is providing a detailed maintenance of plant operations plan to provide uninterrupted power during construction. BC is working with design documents to shorten this longest path on the schedule, while planning for facility preliminary testing, energizing the buildings, final testing, and load transfer to minimize plant power interruptions.

PROJECT DATES  
1/2019 - 7/2025

PROJECT VALUE  
BC Fees: \$9M

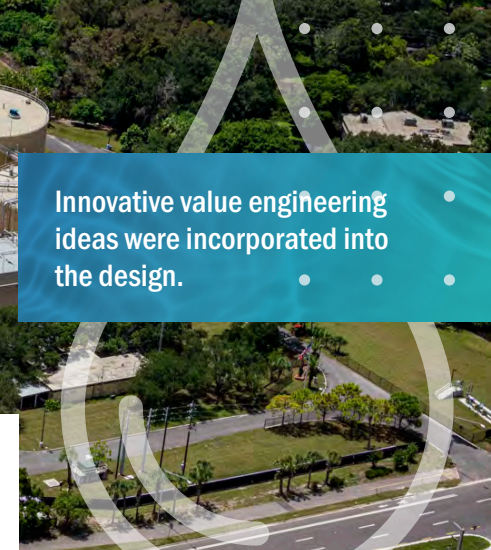
REFERENCE  
James Ferguson  
MDWASD  
3071 SW 38th Ave  
Miami, FL 33146

☎ 786.552.8756  
✉ james.ferguson@miamidadegov

ORG CHART PERSONNEL  
John Diedrich, PE  
Ryan Abrahim, PE  
David Crawford, RA, LEED AP  
Dan Goodburn  
Bob Hrabovsky, PE  
George Bloom, PE  
Matthew Schultz, PE  
Ken Hoff, CSP, CSHT

RELEVANCE TO RFP  
Electrical/I&C

BENEFIT TO THE AUTHORITY  
Experience with intricate  
MOPO minimizes down time



Innovative value engineering ideas were incorporated into the design.

# Southwest Water Reclamation Facility Capacity Expansion

City of St. Petersburg, Florida

The BC team completed fast track improvements in record time - three months ahead of a typical schedule - to prepare the City for the next major weather event and eliminate overflows at the plant.

The City of St. Petersburg was required to expand hydraulic and treatment expansion under an extremely aggressive schedule at the Southwest Water Reclamation Facility. This FDEP-driven eight month compliance schedule was tied to the impending hurricane season. BC was selected as a trusted partner to meet the unique design challenges of this Construction Manager at Risk delivery model.

BC immediately evaluated current facility limitations against the anticipated wet weather peak flow conditions to initiate design. Concurrently, the City selected the CMAR to construct the design improvements. In its assigned role, BC led the engagement process among the City and Contractor and facilitated weekly progress meetings to discuss design improvement options that aligned with the City’s operations needs, along with preferred construction means to identify the most streamlined methods to meet project goals and schedule compliance.

BC completed the Basis of Design Report within 6 weeks, or 3 months ahead of similar typical schedules. Working simultaneously with the CMAR, BC developed a unique approach to permit multiple individual design packages allowing for “fast tracking” overall completion. Local BC staff engaged national expertise and resources to supplement a delivery team that included over 40 engineers, designers, and related professionals from around the state and country to form Focus Teams to develop practical solutions and seamlessly prepare deliverables to produce 9 individual design packages that were construction ready within 4 months from BC’s NTP.

BC’s focused technical resources demonstrated the ability to adjust to the City’s needs and CMAR’s preferences to achieve all goals. This creativity drove success to meet all goals for the entire program.

PROJECT DATES  
1/2017 - 8/2022

PROJECT VALUE  
BC Fees: \$3.5M

REFERENCE  
Diana Smilova, PE  
Engineering Design  
Manager  
One Fourth Street North  
St. Petersburg, FL  
33701-3804

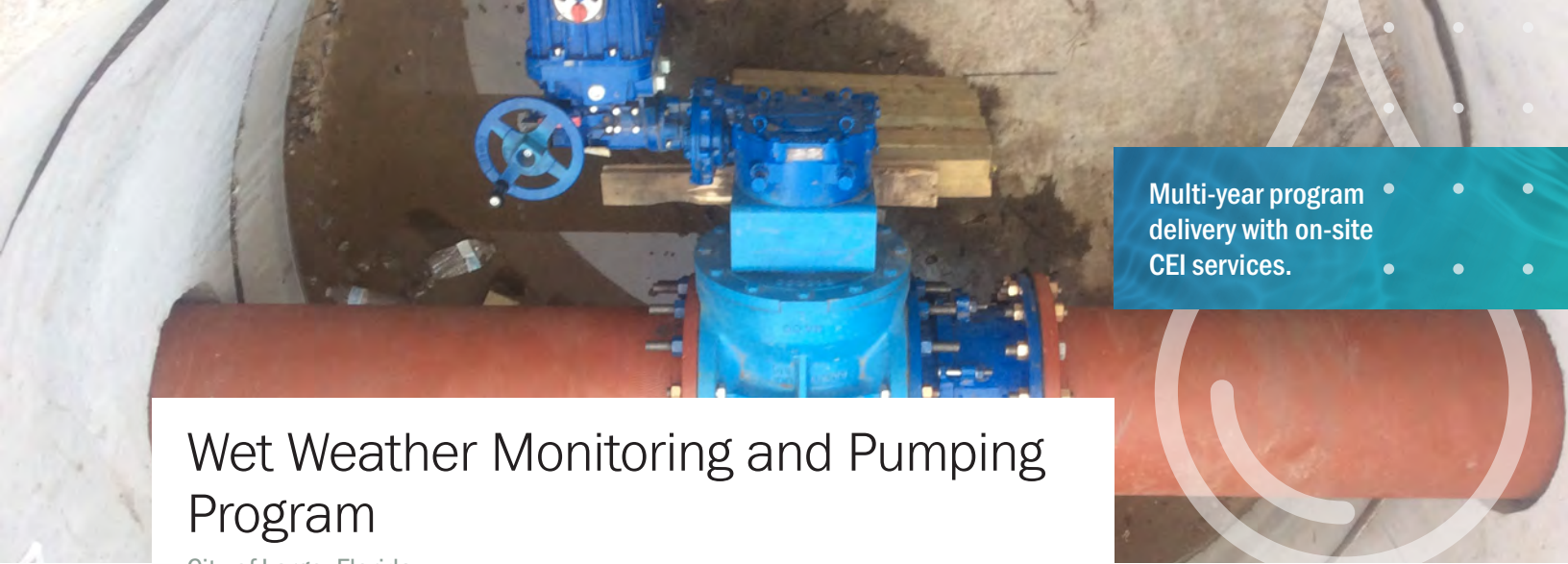
☎ 727-893-4165  
✉ [diana.smilova@stpete.org](mailto:diana.smilova@stpete.org)

KEY PERSONNEL  
Todd Bosso, PE, Program  
Manager

ORG CHART PERSONNEL  
Anand Mody, PE, Bob  
Hrabovsky, PE, John  
Diedrich, PE, Gabe Retana,  
PhD, PE, David Crawford,  
RA LEED AP, Lance Salerno,  
PE, Rob Gaylord, PE Abby  
Brown, EI

RELEVANCE TO RFP  
CMAR Delivery  
Electrical/I&C Design

BENEFIT TO THE  
AUTHORITY  
Extensive coordination with  
contractors and multiple  
stakeholders



Multi-year program  
delivery with on-site  
CEI services.

# Wet Weather Monitoring and Pumping Program

City of Largo, Florida

BC was selected to develop, manage and implement the City of Largo's Wet Weather System Program to improve resiliency to the City's pumping systems during extreme conditions.

BC started the Wet Weather program in 2011 and it was ongoing for eight years until construction completion in 2019. BC evaluated preliminary recommendations, in which BC provided the City with detailed plans for improvements necessary to achieve the City's goals for the new Wet Weather hydraulic conditions including the development of operating protocols to maintain and operate the new Wet Weather system.

The project included a comprehensive Basis of Design Report, which was made of 19 different chapters, where BC detailed design criteria and improvements necessary to accommodate the Wet Weather system. BC's Services included: Design Criteria; Hydraulic Modeling; Preliminary Design; Pipeline Route Analysis of approximately 14 miles of Pipeline Main; Standard Operation Procedures; Instrumentation and Control; Two Pump Station Rehabilitations; Five Pump Station Reconstructions; Bid Phase Services; Construction Phase Services including full-time inspection.

As the Engineer of Record for the Wet Weather program, BC lead many efforts for the City to achieve project success. For the pipeline route analysis, BC identified and coordinated with property owners for the necessary easements to complete the pipeline route. BC regular assisted the City staff in City Council meetings for project updates and explanation of technical recommendations. BC also created and participated in multiple public information meetings to engage the public and capture specific data to improve design coordination. Finally, BC provided three full-time construction inspectors who observed all asset of the construction activities to document, coordinate, and verify that constructed infrastructure was completed in conformance with the plans and specifications.

## PROJECT DATES

2/2011 - 12/2019

## PROJECT VALUE

BC Fees: \$6.4M

## REFERENCE

Charles Mura, PE, Senior Engineer, City of Largo  
201 Highland Avenue, Largo FL

☎ 727.587.6713,  
Ext. 4414

✉ [cmura@largo.com](mailto:cmura@largo.com)

## KEY PERSONNEL

Todd Bosso, PE, Project Manager; Harry Tomlinson, PE, Construction Manager; Victor Hurlburt, PE, Pipeline QC/Technical Advisor; Jim Nissen, PE, Pump Station QC/Technical Advisor

## ORG CHART PERSONNEL

Anand Mody, PE, Scott Hall, PE, John Diedrich, PE, Phil Walker, PE, Dan Goodburn, Bob Hrabovsky, PE

## RELEVANCE TO RFP

Large Diameter Pipe  
Hydraulic Modeling  
Pump Stations  
CEI Services

## BENEFIT TO THE AUTHORITY

Effective Program  
Management

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# Criteria 5 & 6: Key Staff Chart

SECTION 6



Key Staff	Key Staff Role on Agent's Team	Years of Exp	Assigned Office City/State	Program Manager Reference Projects				Project Delivery Reference Projects				Construction Engineering & Inspection Reference Projects				Technical Services Reference Projects				
				1   Engineer of Record Services Peace River Manasota Regional Water Supply Authority, FL	2   APWRF Design-Build Program Okaloosa Water and Sewer Department, FL	3   Fajardo Regional WRF System Program Puerto Rico Aqueduct and Sewer Authority (PRASA), Fajardo, Puerto Rico	4   City Engineer, Engineering Services Department City of Largo, FL	5   RiverRenew Program Owner's Agent Alexandria Renew Enterprises, Alexandria, VA / <b>FPDB</b>	6   Richland Creek Reservoir and Water Supply Program Paulding County, GA / <b>DBB, DB, CMAR</b>	7   Groundwater Treatment Plants Program Owner's Agent City of Anaheim, Anaheim, CA / <b>FPDB</b>	8   Program Management for The Bull Run Filtration Project Portland Water Bureau, Portland, OR / <b>CMAR</b>	9   C-44 Reservoir-STA S-401 Pump Station Construction Management South Florida Water Management District, Martin County, FL	10   Richland Creek Reservoir and Water Supply Program CEI Services Paulding County, GA	11   S-5A Repowering and Automation SFWMD, FL	12   C-43 Reservoir Pump Station S-470 Construction Management Services SFWMD, FL	13   S-5A Repowering and Automation Phase 1 & 2 SFWMD, FL	14   Compartment B Stormwater Treatment, Area Project SFWMD, FL	15   14 Mile Transmission Main Loop Great Lakes Water Authority (GLWA), MI	16   Electrical Improvements at the Central District WWTP MDWASD, FL	17   Southwest Water Reclamation Facility Capacity Expansion City of St. Petersburg, FL
Mike Condran, PE	Program Manager	35	Sarasota, FL	X	X	X														
Todd Bosso, PE	Backup Program Manager	20	Sarasota, FL				X												X	X
Rod Pope, PE, FDBIA	Agent Staff	41	Lakewood, CO					X	X	X			X							
Elizabeth Minyard, CRL, DBIA	Agent Staff	33	Lakewood, CO								X									
Harry Tomlinson, PE	Construction Manager	33	West Palm Beach, FL									X	X	X	X					X
Mark Harber, PE, CCM	Inspector	38	West Palm Beach, FL						X			X	X	X	X					
Larry Vicars, PE, CGC, DBIA	Inspector	34	West Palm Beach, FL									X	X	X						
Jacob Young	Hydraulic Modeler	15	Salt Lake City, UT							X										
Victor Hurlburt, PE	Pipeline Designer	46	Orlando, FL																	X
Jim Nissen, PE	Pump Station Designer	45	Orlando, FL											X	X					X
Hector Serrano, PE	EI&C Designer	20	Sunrise, FL				X													
Nigel Grace, PE	Water Treatment Designer	32	Sunrise, FL																	
Indicate (X) this row if the reference project was completed for the Authority				X																

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# Litigation

SECTION 7





## Section 7: **Litigation**

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Brown and Caldwell (BC) has not been the subject of any regulatory action in the last three (3) years preceding BC's response to this RFP.

As a national firm with over 70 offices, Brown and Caldwell, in the course of our business, occasionally becomes involved as a party in claims, disputes or litigation. Brown and Caldwell has had no judgments entered against it. Information about specific claims, disputes, or litigation in which Brown and Caldwell is involved is considered confidential to the company and its clients. However, no matter pending has any potential to have a material impact on Brown and Caldwell's ability to deliver the services contemplated in this RFP.

Brown and Caldwell is neither party to nor involved in any litigation against the Authority or against Charlotte, DeSoto, Manatee or Sarasota Counties, or the City of North Port ("Customers").

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# Other Representation

SECTION 8



## Section 8: **Other Representation**

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Brown and Caldwell has not previously represented or currently represents Charlotte, DeSoto, Manatee or Sarasota Counties, and/or the City of North Port (“Customers”), in any capacity.

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# Bankruptcy

SECTION 9



## Section 9: **Bankruptcy**

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Brown and Caldwell is not involved in any bankruptcy, insolvency, or receivership proceedings.

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# Required Forms

SECTION 10



## REFERENCES

Agent must provide a minimum of three (3) references that meet the requirements in the Request for Proposal Criteria 1, Criteria 2, and Criteria 3 (minimum one reference from each of the first three criteria).

Agent Name: Brown and Caldwell

Reference Entity: Okaloosa County Water and Sewer Department

Reference Contact Person: Jeff Littrell, Director

Reference Address: 302 N. Wilson St., Suite 302, Crestview, FL 32536

Reference Email Address: jlittrell@co.okaloosa.fl.us

Reference Phone No.: 850.651.7136

Reference Project Name: APWRF Design-Build Program

Project Location: Ft. Walton Beach, Florida

Agent Project Manager: Mike Condran, PE

Contract Amount: \$2.85M

Date Project Commenced: 1/2005

Date of Final Completion: 3/2009

Description of Work Performed: The Department selected Design-Build (DB) delivery to (1) bring new treatment capability and capacity online while simultaneously using conventional delivery to (2) decommissioning an existing aging facility, and (3) commission a new master pumping station. Mike served as the Program Manager and Design Criteria Professional to lead the design criteria development, the DB selection process, oversee construction management, and facility commissioning. The aging Garniers Water Reclamation Facility was located adjacent to an elementary school and in a residential neighborhood, resulting in numerous "bad neighbor" complaints, and needed to be retired. In addition, planned expansion at nearby Eglin Air Force Base meant the County needed to address pending treatment capacity shortfalls. Given the overall schedule, and desire to have a single source of project responsibility, DB was chosen as the delivery model. Mike led the team that prepared a design criteria document that balanced operator preferences for equipment selection and facility layout with capital budget realities. He organized a 2-step DB selection process for the greenfield treatment facility. This process was detailed and collaborative with County staff that resulted in a solicitation having broad interest from the contracting and engineering communities. As a result, the County was having strong choice of capable DB firms to deliver the project. Simultaneous with the DB process for the new plant, Mike's team executed 8 engineering and permitting Task Orders under a separate contract to address decommissioning of the existing Garniers plant, and construct and commission a new master pumping station at the site to re-direct all flows to the new facility. Challenges included designing the new pump station to meet neighborhood aesthetic requirements, and to complete all functional testing timed to exactly match the commissioning date for the new APWRF.

**\*We invite you to call any of our client references listed in our proposal\***

## REFERENCES

Agent must provide a minimum of three (3) references that meet the requirements in the Request for Proposal Criteria 1, Criteria 2, and Criteria 3 (minimum one reference from each of the first three criteria).

Agent Name: Brown and Caldwell

Reference Entity: Paulding County Water System

Reference Contact Person: Laurie Ashmore, Director

Reference Address: 240 Constitution Blvd. Dallas, GA 30132

Reference Email Address: laurie.ashmore@ paulding.gov

Reference Phone No.: 678.224.4080

Reference Project Name: Richland Creek Reservoir and Water Supply Program Management

Project Location: Paulding County, Georgia

Agent Project Manager: Rod Pope, FDBIA

Contract Amount: \$6M

Date Project Commenced: 11/2014

Date of Final Completion: 5/2021

Description of Work Performed: BC served as the program manager to implement its \$215M Water Supply Program. This program allowed Paulding County to establish its own drinking 3.5-billion-gallon water supply reservoir and 18 mgd treatment facility that will provide off-stream raw water storage and a yield of 35 mgd. The Program enables Paulding County to own and fulfill its long-term water supply needs through 2060. In addition, the 305-acre reservoir will allow for passive recreation. BC refined project concepts through Program validation, confirmed baseline schedules and budgets, and established the clarity of delivery method that helped guide the level of investments needed in the design phase. BC assisted with design and construction procurement using conventional design bid build, design-build, and CMAR methods. Project components include a new 125 ft high earthen dam and reservoir, a 47 mgd river intake and pump station, a 3-mile 48-inch raw water pipeline, an 18 mgd water treatment plant, reservoir intake and pump station, 12 miles of 24-36" regional transmission lines and various other distribution system upgrades. Successfully developing and implementing the program depended on proceeding in a way that retained the value of past and ongoing efforts, aligned implementation with Georgia Environmental Financial Authority (GEFA) funding, controlled capital costs and minimized operations and maintenance costs. BC's scope also included utility performance services in integrating new assets into existing County operations and developing their internal expertise.

"Brown and Caldwell supports us not only on our reservoir and water treatment plant but with modeling our system and supporting our efforts to obtain financing, including GEFA. I have come to rely on them to identify creative solutions to complex problems. Their project team has integrated with our staff seamlessly working with both our contractors and our customers leading to the success of our program!"

*Laurie Ashmore, Director, Paulding County Water System*

**\*We invite you to call any of our client references listed in our proposal\***



## REFERENCES

Agent must provide a minimum of three (3) references that meet the requirements in the Request for Proposal Criteria 1, Criteria 2, and Criteria 3 (minimum one reference from each of the first three criteria).

Agent Name: Brown and Caldwell

Reference Entity: South Florida Water Management District

Reference Contact Person: Jerry Flynn

Reference Address: 3301 Gun Club Road West Palm Beach, FL 33406

Reference Email Address: flynn@sfwmd.gov

Reference Phone No.: 561.682.2609

Reference Project Name: S-5A Repowering and Automation

Project Location: South Florida Water Management District, Martin County, Florida

Agent Project Manager: Jim Nissen, PE

Contract Amount: \$10M

Date Project Commenced: 7/2013

Date of Final Completion: 8/2022

Description of Work Performed: This project illustrates the benefits of competent Owner Advisory services on a major capital improvement project, including planning, design and construction phase services. Pump Station S-5A was originally designed and constructed in the 1950s. With a design capacity of 4,800 cfs (3.1 billion gallons per day), it provides a critical flood control function, as well as an important role in water supply and Everglades restoration being carried out by the District. The District's goals for the S-5A Project are to improve pump station performance and efficiency while reducing long-term O&M costs and improving operability and reliability. The S-5A Project will also provide the flexibility to adapt station functionality to the evolving needs of the District's water management programs. The project extends the useful service life for the pump station by an additional 50 years. Design included rehabilitating the station's six 1600-HP diesel engines, dual reduction chain drives, and 116-inch horizontal axial flow pumps, as well as a complete overhaul of the station's electrical power and instrumentation / control systems. During construction, the BC team has been providing on-site representatives to examine design critical components throughout construction and to provide technical assistance as required by the District. BC also attends construction meetings, reviewing and responding to shop drawing submittals, RFIs, change orders and field orders and provided value engineering services. One challenging aspect of this project during construction was poor performance of the General Contractor which ultimately led to their dismissal after three years. BC's on-site personnel worked closely with the District's Project Manager and Construction Manager to restore teamwork on the project. Subcontractors, previously under contract to the General Contractor, are now working directly for the District and has restored overall construction productivity.

**\*We invite you to call any of our client references listed in our proposal\***

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 Albert L. Perez, PE  
(Print individual's name and title)

for Brown and Caldwell  
(Print name of entity submitting sworn statement)

whose business address is 6151 Lake Osprey Drive, 3rd Floor, Sarasota, FL 34240

and (if applicable) its Federal Employer Identification Number (FEIN) is 94-1446346  
(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.

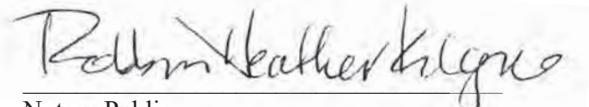
\_\_\_ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent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

  
\_\_\_\_\_  
(Date) **April 20, 2022**  
(Signature)

STATE OF Florida  
COUNTY OF Orange

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this 20 day of April, 2022 by Albert L. Perez as Vice President of Brown and Caldwell, a corporation company organized under the laws of the State of California, on behalf of the company, who is personally known to me or has produced \_\_\_\_\_ as identification.

  
\_\_\_\_\_  
Notary Public  
Name (Printed) Robbin Heather Kilgore

My commission expires June 21, 2024.

(Printed typed or stamped Commissioned name of Notary Public)



**E-Verify Registration and Affidavit**


Section 448.095, Florida Statutes requires that Agent register with and use the U.S. Department of Homeland Security’s E-Verify system, (<https://e-verify.uscis.gov/emp>) to verify the work authorization status of all Consultant/Contractor employees hired on and after January 1, 2021. Additionally, Agent shall require all subconsultants/contractors performing work under this Agreement to use the E-Verify system for any employees hired on and after January 1, 2021. Agent must provide evidence to the Authority of compliance with Section 448.095, Florida Statutes, prior to entering an Agreement with the Authority.

**Affidavit**

I hereby certify that Brown and Caldwell (Agent) does not employ, contract with, or subcontract with any unauthorized aliens, and is otherwise in full compliance with Section 448.095, Florida Statutes.

All employees hired on or after January 1, 2021, have had their work authorization status verified through the E-Verify system.

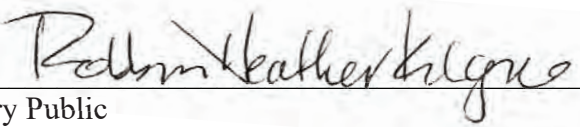
A true and correct copy of Brown and Caldwell's (Agent) proof of registration in the E-Verify system is attached to this Affidavit.

 4-20-2022  
Signature Date

Albert L. Perez, PE  
Print Name  
Vice President, Brown and Caldwell  
Title, Company name

STATE OF Florida  
COUNTY OF Orange

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this 4-20-2022 (date) by Albert Perez (name of officer or agent, title of officer or agent) of Brown and Caldwell (name of Agent company acknowledging), a California (state or place of incorporation) corporation, on behalf of the corporation. He/she is personally known to me or has produced (type of identification) as identification.

  
Notary Public  
Robbin Heather Kilgore  
Name typed, printed or stamped



My Commission Expires: June 21, 2024

## My Company Account

# My Company Profile

## Company Information

**Company Name**

Brown and Caldwell

**Company ID**

1266509

**Employer ID Number**

941446346

**DUNS Number**

029164357

**NAICS Code**

541

**Subsector**

Professional, Scientific, and Technical Services

**Doing Business As (DBA)**

---

**Enrollment Date**

01/30/2018

**Unique Entity Identifier (UEI)**

---

**Total Number of Employees**

1,000 to 2,499

**Sector**

Professional, Scientific, and Technical Services



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/31/2022

3/24/2022

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 Lockton Companies 444 W. 47th Street, Suite 900 Kansas City MO 64112-1906 (816) 960-9000	CONTACT NAME:	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
	E-MAIL ADDRESS:	
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A : Hartford Fire Insurance Company		19682
INSURER B : Property and Casualty Ins Co of Hartford		34690
INSURER C : Lloyds of London		
INSURER D : Twin City Fire Insurance Company		29459
INSURER E :		
INSURER F :		

**COVERAGES \* CERTIFICATE NUMBER: 18368881 REVISION NUMBER: XXXXXXXX**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	N	37CSEQU1172	5/31/2021	5/31/2022	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 2,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	N	37CSEQU1173	5/31/2021	5/31/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX AGGREGATE \$ XXXXXXXX \$ XXXXXXXX
B D	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 checked="" type="checkbox"/> N	N/A	37WNQU1170 37WBRQU1171	5/31/2021 5/31/2021	5/31/2022 5/31/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 2,000,000 E.L. DISEASE - EA EMPLOYEE \$ 2,000,000 E.L. DISEASE - POLICY LIMIT \$ 2,000,000
C	PROFESSIONAL LIABILITY	N	N	LDUSA2100482	5/31/2021	5/31/2022	\$1,000,000 PER CLAIM & AGGREGATE

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

RE: BC SID 100461 - RFP OWNER'S AGENT SERVICES. THE AUTHORITY, ITS DIRECTORS, OFFICERS, EMPLOYEES, REPRESENTATIVES, AGENTS AND VOLUNTEERS ARE ADDITIONAL INSUREDS AS RESPECTS GENERAL LIABILITY AND AUTO LIABILITY, AND THESE COVERAGES ARE PRIMARY AND NON-CONTRIBUTORY, AS REQUIRED BY WRITTEN CONTRACT. GENERAL LIABILITY AND AUTO LIABILITY INCLUDES SEVERABILITY OF INTERESTS. THIRTY DAYS NOTICE OF CANCELLATION BY THE INSURER WILL BE PROVIDED TO THE CERTIFICATE HOLDER WITH RESPECT TO THE GENERAL LIABILITY, AUTO LIABILITY, WORKERS' COMPENSATION/EMPLOYER'S LIABILITY AND PROFESSIONAL LIABILITY POLICIES. TEN (10) DAYS NOTICE WILL BE PROVIDED IN THE EVENT OF NONPAYMENT OF PREMIUM.

**CERTIFICATE HOLDER****CANCELLATION** See Attachments

18368881

PEA-28  
PEACE RIVER MANASOTA REGIONAL  
WATER SUPPLY AUTHORITY  
9415 TOWN CENTER PARKWAY  
LAKEWOOD RANCH FL 34202

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

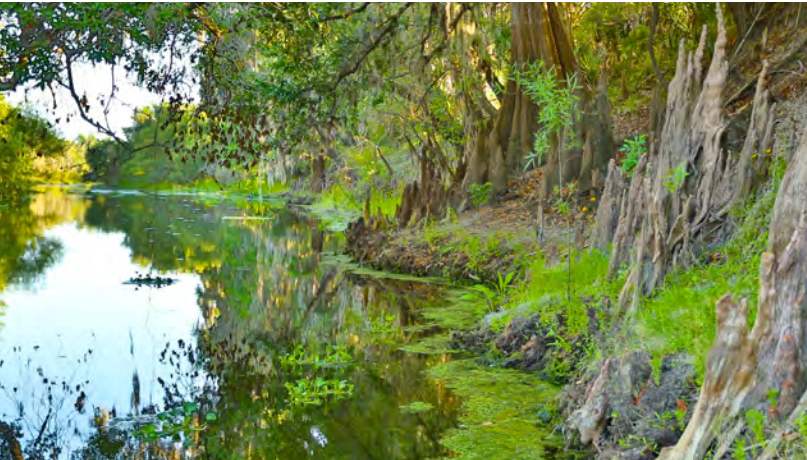
AUTHORIZED REPRESENTATIVE

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**Sarasota Office**

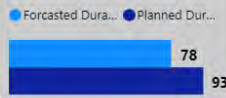
6151 Lake Osprey Drive | 3rd Floor  
Sarasota, FL 34240  
T 941.373.1401



**Reservoir 3**

**Project is On or Ahead of Schedule in terms of cost**

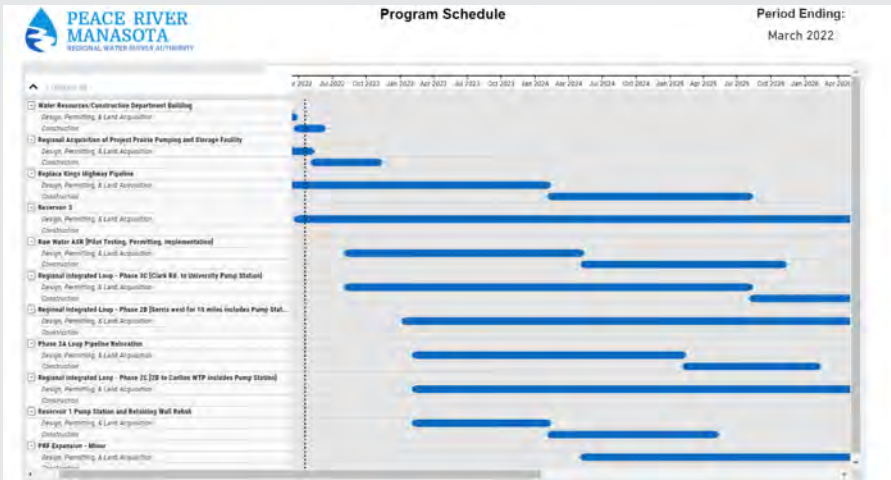
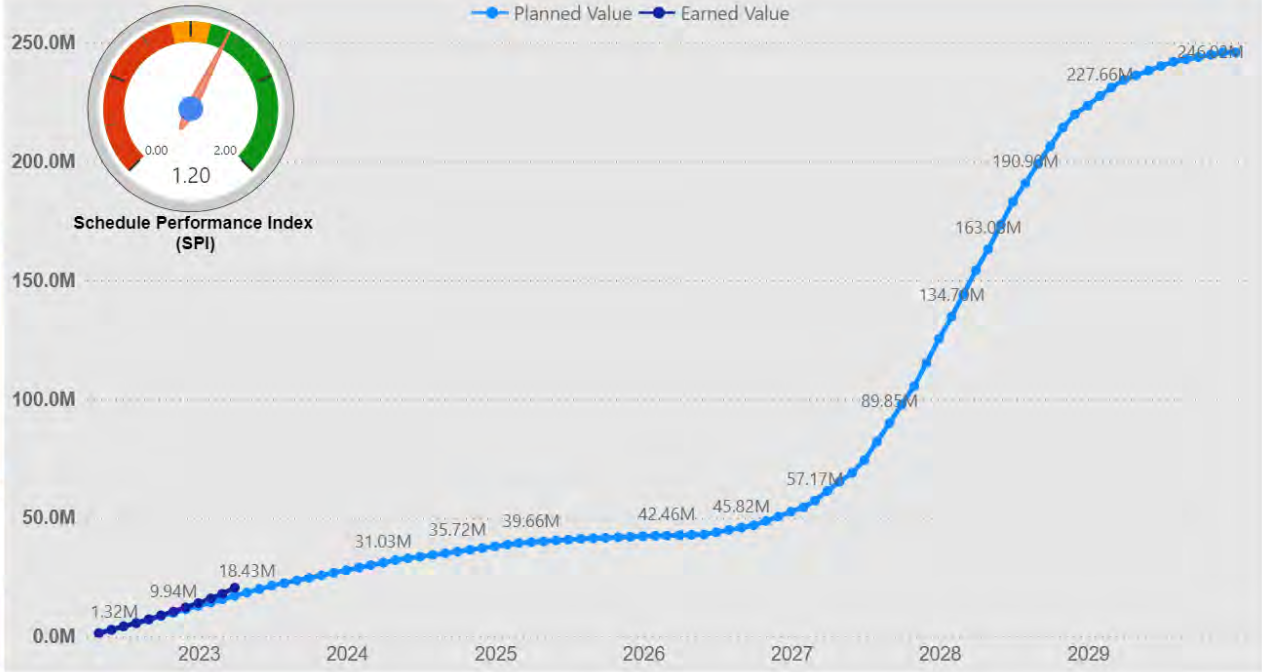
Predicted vs Baseline Duration



**Issues/Risks**

**Design, Permitting, and Land**

**Percent Complete**  
**8.34%**



Raw and Treated Water Supply Program  
**Responsibility Assignment Matrix**  
Updated: 04/21/22

**Responsible** - Owns the task, leads the effort, and responsible for completing the work.  
**Accountable** - is accountable for tasks, deliverables, and assignments delegated to others who are Responsible.  
**Consulted** - Has important information or knowledge to be leveraged when completing a task or activity.  
**Informed** - Notified of progress and results.  
**Supportive** - Provides support and may perform sub tasks.

Activity	Peace River Manasota RWSA	Program Manager	Design Consultant	CMAR	Bid Package Contractor	Construction Manager	Construction Inspector	SME
<b>Program Management</b>								
Develop and implement Workflows, Standards, and Processes	Accountable	Responsible						
Develop and Tracks Performance Metrics	Accountable	Responsible	Informed	Support	Informed			
Create Status Reports and Presentations	Accountable	Responsible						
Coordinate Construction and Schedule issues between all Projects in the Program	Accountable	Responsible	Informed	Support				
Monitor Program Financials	Accountable	Responsible		Support				
Monitor and Manage Program Risk	Accountable	Responsible	Support	Support		Support	Support	Support
Provide Program Updates to Stakeholders and the Public	Responsible	Support	Informed	Informed				
<b>Land Acquisition</b>								
General Management of the CMAR, Contractor, ECR and Program Manager Contracts (schedule and budget)	Responsible		Support					
<b>Phase 3C Interconnect Pipeline</b>								
Establish O&M	Accountable		Support	Responsible				
Accept the Builder's Risk	Accountable	Informed		Responsible				
Construct elements of the projects				Accountable	Responsible			
Manage Construction Risks	Consulted	Accountable	Support	Responsible	Support			

Proposal for  
**OWNER'S AGENT SERVICES**  
Peace River Manasota Regional Water Supply Authority  
April 22, 2022





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April 22, 2022

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

## **RE: Request for Proposal for Owner's Agent Services**

Dear Selection Committee:

The Freese and Nichols, Inc. (FNI) team is excited to partner with the Peace River Manasota Regional Water Supply Authority (Authority/PRMRWSA) to provide Owner's Agent Services. As your proposed Program Manager, I (Trooper Smith) will serve as your local single point-of-contact and have the authority to execute an agreement with you. I now maintain a residence in the Tampa Region, where I am weekly. After many years of maintaining a professional relationship with the Authority, the proposed FNI team understands your needs, as directed by the Authority in this Request for Proposal (RFP) for program/project management, technical design reviews, procurement assistance and construction, engineering and inspection (CEI) services.

### **Why Choose FNI?**

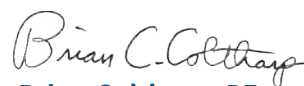
- » **Strong local presence of key staff and many supporting staff members.** Our main effort personnel will provide the benefit of "boots on the ground" execution and responsiveness to the Authority, *being embedded in the Authority offices and the field during construction.*
- » **Flexibility to meet the Authority's needs.** We are flexible and ready to provide the necessary support needed to serve the needs of the Authority.
- » **FNI has more than a century of experience providing program management and construction management (PM/CM) services.** FNI has provided PM/CM-related services on more than 1,000 projects totaling more than \$10 billion in construction.
- » **The FNI team is involved in more than \$1.5 billion of water infrastructure projects using collaborative project delivery.** These projects include Construction Manager at Risk (CMAR), design-bid-build (D-B-B), fixed price design-build (FP-D-B) and progressive D-B (P-D-B).
- » **FNI team members "wrote the book."** Project Delivery Experts Doug Herbst and Leofwin Clark have significant involvement in DBIA's Water and Wastewater Best Practices and Owner Advisor Primer. They are also industry-recognized subject matter experts (SMEs) for collaborative delivery training within our industry and on Owner's Agent assignments.
- » **FNI has a total of 138 construction service team members.** Our staff are dedicated to successfully lead projects across all of FNI's geographic areas. *FNI employs and deploys* more than 90 construction managers (CMs), 43 construction representatives/inspectors and five dedicated record keepers.

We are enthusiastic to partner with the Authority as your Owner's Agent to help successfully plan and execute your capital improvement plan (CIP) needs over the next decade.

Sincerely,



**Trooper – Tarlton W. Smith II, PE, DBIA, ENV SP**  
Program Manager  
512-965-8326 (cell) | [trooper.smith@freese.com](mailto:trooper.smith@freese.com)



**Brian Coltharp, PE**  
CEO/Principal-in-Charge  
817-996-8781 | [brian.coltharp@freese.com](mailto:brian.coltharp@freese.com)

April 22, 2022

1



# Criteria 1

## PROGRAM MANAGER AND BACK-UP PROGRAM MANAGER EXPERIENCE

### Commitment to the Authority



“As a resident in the Tampa Region, Trooper Smith is currently completing a transition of leadership from representing both FNI’s Georgia and Florida regions to “handing over the Georgia keys” to other FNI leadership. We have focused on this specifically so Trooper, one of our best leaders to assign to this Owner’s Agent assignment, is readily available to serve you!”

- Brian Coltharp, PE  
CEO/Principal-in-Charge  
(Local Sarasota resident one week/month)



“As Brian notes, we have coordinated efforts to allow availability of my time to serve as your Program Manager at a very involved, high client service level. I, and our team members, look forward to being an extension of your staff, as well as helping the Authority to successfully plan and execute your CIP needs and strategies over the duration of this assignment!”

- Trooper Smith, PE, DBIA, ENV SP  
Proposed Program Manager  
(Local Tampa Region resident weekly)

# CRITERIA 1 SUMMARY FORM

**Program Manager Name:**  
Trooper Smith, PE, DBIA, ENV SP

**Availability to Work at Authority's Offices:**  
31 days per month (as often as needed)

**Assigned Office City/State:**  
Tampa, Florida

**Years of Experience:**  
22 years

Program Manager Reference Project #1					
<b>Project Name/Client</b>	Program Management Services   New Braunfels Utilities				
<b>Role on Project</b>	Staff Augmentation/Program Manager (2016-2017)	<b>Year Project Started</b>	2016	<b>Year Project Ended</b>	Present
Project and Role Summary					
FNI is providing program management, staff augmentation and construction management for NBU's five-year CIP, which includes more than 60 projects. Trooper started the program through program leadership, staffing and developed the model for Phase 2 (enhanced FNI staff augmentation). The program encompasses complex and urgent projects, including Gruene Water Reclamation Facility (WRF), a membrane water treatment plant (WTP), an aquifer storage recovery system, five pump stations and multiple fast-track emergency CMAR projects.					
Program Manager Reference Project #2					
<b>Project Name/Client</b>	Bois d'Arc Lake Program Management   North Texas Municipal Water District (NTMWD)				
<b>Role on Project</b>	Staff Augmentation ( <i>remote</i> ) / Design QC	<b>Year Project Started</b>	2014	<b>Year Project Ended</b>	Present
Project and Role Summary					
FNI is providing program management services for the Bois d'Arc Lake (BDL) Water Supply Program, which consists of a new \$1.6 billion water supply system program that will deliver 175,000 acre-feet of water per year to NTMWD customers. FNI's program management services include augmenting existing NTMWD staff serving in program management, construction management, project management and/or technical lead roles. Trooper served in a remote staff augmentation role as well as a heavy design QC on the multiple CMAR packages.					
Program Manager Reference Project #3					
<b>Project Name/Client</b>	Capital Improvement Plan Program Management   City of McKinney, Texas				
<b>Role on Project</b>	Staff Augmentation / Program Manager	<b>Year Project Started</b>	2000	<b>Year Project Ended</b>	2004
Project and Role Summary					
FNI completed an evaluation of the old water, sewer, paving and drainage infrastructure on the east side of town and developed a \$20 million CIP program that was approved by the City of McKinney. FNI assisted in selecting design consultants, managing the CIP program and providing construction management for all projects. Trooper and other FNI staff were embedded within city hall to work side-by-side with city staff throughout the duration of the CIP. Trooper served as the Engineering Program Manager working with city staff daily in this collaborative, teamwork environment.					

**Backup Program Manager Name:**  
Curtis Burkett, PE, LEED AP

**Availability to Work at Authority's Offices:**  
31 days per month (as often as needed)

**Assigned Office City/State:**  
Palm Coast, Florida

**Years of Experience:**  
37 years

Backup Program Manager Reference Project #4					
<b>Project Name/Client</b>	CIP and Rehabilitation and Replacement (R&R) Projects   City of Daytona Beach				
<b>Role on Project</b>	Utilities Engineering Manager	<b>Year Project Started</b>	2018	<b>Year Project Ended</b>	2021
Project and Role Summary					
Curtis implemented the annual R&R for the water, wastewater and reuse programs, and developed annual and bi-annual maintenance programs to extend the life of the aging infrastructure. He worked with on-call consultants and managed numerous utility CIP projects. Curtis also directed the CIP programs for the utilities department via program development, program implementation, consultant direction/coordination, program quality control and overall program coordination through various staff and on-call consultants.					

# RESUMES



Local to Florida

## Trooper – Tarlton W. Smith II, PE, DBIA, ENV SP | Program Manager

Trooper Smith is an FNI Vice President/Principal focused as a program manager, project manager and engineer for public infrastructure projects. He brings an in-depth working knowledge of civil engineering infrastructure assessments and evaluation, design and construction management services. Throughout his career, Trooper has been involved in more than 100 projects involving traditional design-bid-build (D-B-B), fixed price design-build (FP-D-B), progressive D-B (P-D-B) and CMAR delivery. He served as Resident Inspector for several treatment and pipeline projects in Dallas, Texas and as General Representative Inspector on numerous treatment, pipeline, pump station and reservoir projects in Texas, Georgia and Florida. Trooper has an outstanding reputation for proactive client service, thorough project communications and technically sound project deliverables.

**Years of Experience**  
22 years (all with FNI)

**Education**  
MEng, Environmental Engineering, Texas Tech University  
BS, Environmental Engineering, Texas Tech University  
U.S. Army Leadership and Execution Training

**Registration**  
Professional Engineer, Florida #83436  
Envision Sustainability Professional  
Certified Design-Build Professional

**Office Location**  
Tampa, Florida

*“Just like I have served you at a very high level in FSAWWA Region X, I look forward to serving you at this same level as the Authority’s Program Manager.”*  
– Trooper Smith, PE, DBIA, ENV SP

### Relevant Project Experience

#### Program Management/Owner’s Agent (partial listing)

**E&C Contract Documents Update | Gwinnett County Department of Water Resources | Program Lead** | Trooper leads the Engineers Joint Contract Documents Committee (EJCDC®) general/supplemental conditions, Division 00 and Division 01 deliverables, training and program development to be used throughout the entire organization.

**Program Management Services and Staff Augmentation | New Braunfels Utilities (NBU) | Program Manager** | Trooper started the program through program leadership, staffing and developed the model for Phase 2 (enhanced FNI staff augmentation).

**CIP Program Management | City of McKinney, TX | Program Manager** | Trooper provided city planning, engineering and construction oversight on city CIP projects.

**Dam Rehabilitation and Water Transmission SCADA Upgrades | West Central Texas Municipal Water District | Embedded Staff Member** | Trooper served as the design and construction liaison.

#### Project Delivery (partial listing)

**P-D-B Southeast Water Reclamation Facility Filters | Manatee County | Senior Advisor/Quality Control (QC) Reviewer**

**P-D-B South County Potable Water Transmission Main | Hillsborough County | Senior Advisor/QC Reviewer**

**FP-D-B Large Diameter Pipeline and Pump Station | Fulton County, GA | Senior Advisor/QC Reviewer**

**FP-D-B Water and Wastewater Pipelines, Pump Station and Trail Project | Gwinnett County Department of Water Resources | Senior Advisor, Sustainability Leader and QC Leader**

**CMAR Trinity Pipeline/Pump Station/Treatment Project | NBU | Senior Advisor**

**CMAR Treatment Plant Expansion Project | City of Castroville, TX | Project Manager**



Local to Florida

### Years of Experience

37

### Education

BS, Civil Engineering, Florida Institute of Technology

### Registration

Professional Engineer, Florida #41841

LEED Accredited Professional

### Office Location

Palm Coast, Florida

### Key Qualifications

- » 37 years of Florida-based experience with diverse all-encompassing engineering knowledge
- » 20+ years of experience in the role as Owner's Agent/Program Manager.
- » Past municipal/governmental experience as Utilities Engineering Manager

## Curtis Burkett, PE, LEED AP | Backup Program Manager

Curtis Burkett has more than 37 years of experience with a diverse background in multi-level project management efforts involving all aspects of civil engineering, including utility and stormwater engineering. He exhibits patience and a focused program management style that delivers cost-effective solutions while meeting the needs of the client. Curtis' management strengths lie in his ability to foster teamwork and keep projects on task and within approved budgets. As a past Owner's Representative serving as the City of Daytona Beach's Utilities Engineering Manager, Curtis understands the efforts needed to develop programs (and projects) from the beginning and work through the various steps of procurement, planning, design, bidding and construction. He is an initiative-taking type of engineer, who enjoys engaging in the entire engineering process from beginning to end, bringing forth constructible solutions to simple or complex situations in an affordable manner. He has strong permitting knowledge and extensive background with working in partnership with state and local agencies having worked in Florida for his entire career.

### Relevant Project Experience

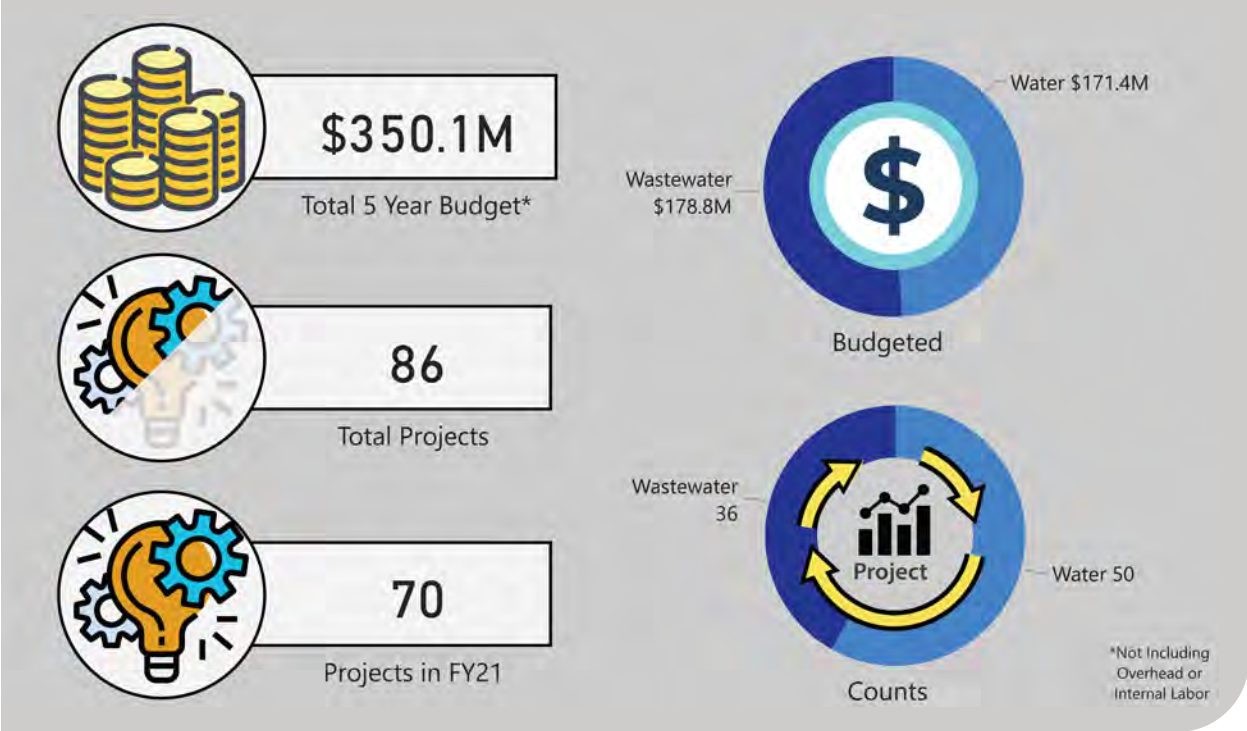
**CIP and R&R Projects\* | City of Daytona Beach | Utilities Engineering Manager** | Curtis was responsible for implementation of the city's annual R&R for the water, wastewater and reuse programs. He developed annual and bi-annual maintenance programs to extend the life of the aging infrastructure. He also worked simultaneously with various on-call city consultants and managed numerous utility CIP projects with multiple disciplines and objectives. His responsibilities included scope development, internal department and commission approvals, supporting procurement, project management, consultant QC reviews, budget management and schedule management, as well as grant deadline compliance coordination. Each year, he was also responsible for, with staff input, the development of the 5- and 10-year CIP updates and yearly CIP program updates and revisions.

**Mainland and Beachside Redevelopment Programs\* | City of Daytona Beach | Program Manager/Project Manager/Design Engineer** | Curtis was responsible for implementation of the ongoing mainland and beachside redevelopment programs, which

included all aspects of project development from master planning through construction inspection. He developed construction documents for various streetscapes, utilities upgrades/replacements and extensions, stormwater systems and parks in order to bring redevelopment to the older sections of the city. His responsibilities included scope development, internal department, and commission approvals, supporting procurement, project management, consultant QC reviews, budget management and schedule management as well as public engagement. This was a nine year program to assist in revitalization of the city's core areas.

*\*Experience prior to joining FNI*

# REFERENCE PROJECTS



## Program Management Services | New Braunfels Utilities

New Braunfels was ranked as the second-fastest growing city in the nation, according to the 2010 U.S. Census population estimates, with the population jumping from 58,000 in 2010 to more than 80,000 in 2019. This growth, combined with the increased demand on the utilities of an aging infrastructure, has necessitated NBU to obtain program management and staff augmentation support to meet the increased demand for services.

Since 2016, FNI has been providing program management, staff augmentation and construction management for NBU’s five-year CIP that includes more than 60 projects ranging in value from \$50,000 to \$40 million, ultimately having a total worth more than \$400 million.

This program encompasses several complex and urgent projects, including a Gruene WRF, a membrane WTP, an aquifer storage recovery system, five pump stations and multiple fast-track emergency projects using the CMAR delivery method.

NBU has partnered with FNI to develop and implement an integrated capital project delivery strategy. Key components of this delivery strategy include: program management, project management, staff augmentation, resource planning, design and construction standards, program tools and templates, water/wastewater modeling, and design and construction observation.

**Location**  
New Braunfels, TX

**Schedule**  
2016 - Ongoing

**Key Staff Involved**  
» Trooper Smith |  
Program Manager

- Additional Staff**
- » Adam Payne
  - » Brian Coltharp
  - » Brian Glynn
  - » Coy Veach
  - » Jake Heimann IV
  - » James Stautzenberger
  - » Jesus Suarez III
  - » Junior Henson Jr.
  - » Sam Meisner
  - » Thedi Mitchell
  - » Thomas Cross



## Bois d'Arc Lake Program Management Services | North Texas Municipal Water District

FNI is providing program management services for the BDL Water Supply Program, which consists of a new \$1.6 billion water supply system program that will deliver 175,000 acre-feet of water per year to customers of the NTMWD. Components include a new dam and intake, reservoir clearing, raw water pump station, 210-million gallon (MG) raw storage reservoir, 17,000 acres of environmental mitigation, 70-million gallons per day (MGD) WTP, a high-service pump station, 60 miles of raw and treated water pipelines, office facilities, recreational boat ramps and a maintenance building.

FNI's program management services include augmenting existing NTMWD staff serving in program management, construction management, project management and/or technical lead roles.

During the design phase of the project, FNI's program management personnel assisted with procurement of design teams, contracting and scope development, design management, archeology and permitting support, utility conflict coordination, County government coordination, production of standard pipeline specifications and details, and coordination between all component touch points. Additionally, FNI helped NTMWD with procurement of four CMAR and one full-service provider contractor to assist with preconstruction and contractor procurement services.

Our focus on the success of the program has not diminished during construction; FNI's program construction management team continues to follow protocols and procedures that were established in the Program Management Plan (PMP) years prior. Practices such as coordination between components, monthly meetings to assist in this coordination, public relations outreach, archeology support, monthly reporting and action items, and budget tracking will continue through final completion.

***\*This project is a different contract than the Construction Management project listed in Criteria 3.***

### Location

Fannin and Collin Counties, TX

### Schedule

2014 - Present

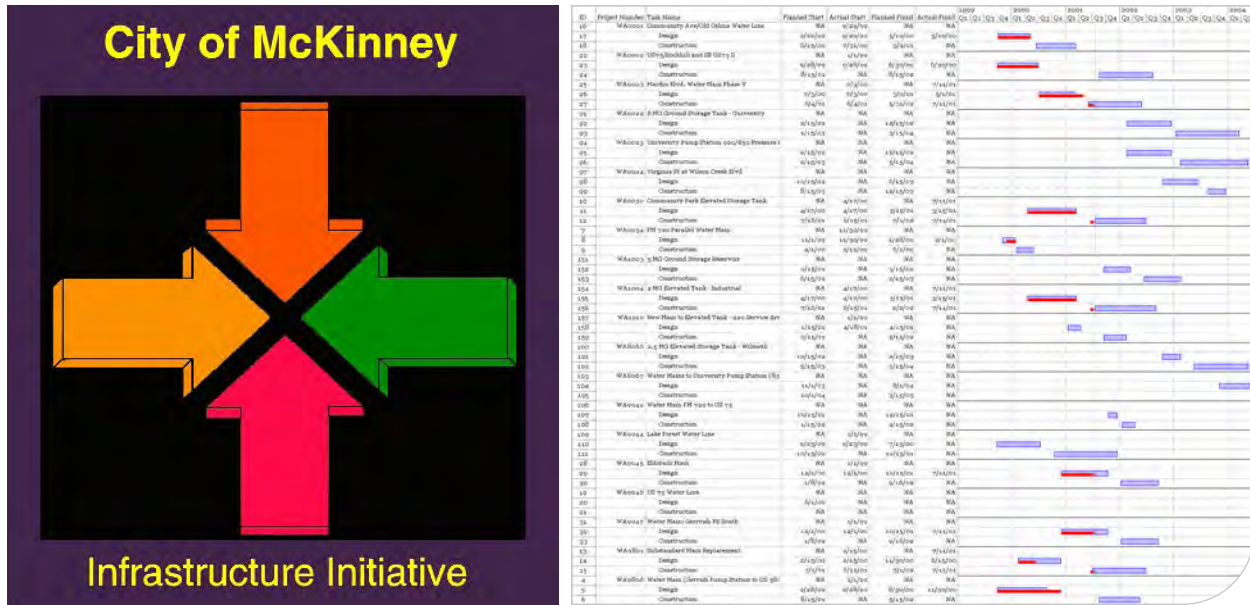
### Key Staff Involved

- » Trooper Smith | *Staff Augmentation; Design Quality Control*
- » Doug Herbst | *Procurement Advisor*
- » Russell Gates | *Lead Construction Inspector*
- » Carleton Sherrer | *Pump Station Design; CMAR Quality Control*
- » Rusty Gibson | *Senior Advisor*
- » Jeff Hensley | *Electrical Engineer*
- » James Naylor | *Project Engineer*

### Additional Staff

***12+ additional team members listed on our two organizational charts have worked on this overall project***





## CIP Program Management | City of McKinney

FNI worked with the City of McKinney to develop a CIP to make an investment in the underserved east side of town while keeping up with the rapid development growth occurring on the westside of town. The city staff was overloaded meeting the development growth and did not have staff to address a new CIP.

FNI completed an evaluation of the old water, sewer, paving and drainage infrastructure on the east side of town and developed a \$20 million CIP program that was approved by the city. The adjacent water and sewer projects were funded with water revenue funds. FNI assisted the city in selecting consultants to complete the many design projects, managing the CIP program and providing the construction management for all projects. Additionally, the City used FNI as staff augmentation to review development plans. FNI was embedded within City Hall sitting side-by-side with city staff for four years.

As Staff Augmentation/Program Manager, Trooper worked with the city and selected engineering consultants and contractors. Trooper was in person with the city five days a week for two years before transitioning to lead some other pipeline, pump station and treatment projects in the Dallas-Fort Worth, Texas area. Trooper worked with the staff members shown on the right, some of the same people still working at FNI today.

Trooper Smith and the FNI team adjusted the staff augmentation support based on their changing needs throughout the evolution of this CIP. During higher tempo times of the CIP, FNI positioned up to six full-time staff within local offices and in the field. During lower tempo times of the CIP, FNI easily scaled down to two full-time staff within the local offices. Overall, **FNI planned and easily executed staff augmentation support to meet the evolving needs of the City of McKinney.**

**Location**  
McKinney, TX

**Schedule**  
2000 - 2004

- Key Staff Involved**
- » Trooper Smith | Program Manager
  - » Rusty Gibson | Pump Station Quality Control
  - » Carleton Sherrer | Pipeline Quality Control
  - » Jessica Brown | Modeling Quality Control
  - » Jeff Hensley | Electrical/Instrumentation/Controls

- Additional Staff**
- » Brian Coltharp
  - » Tricia Hatley



## CIP and Rehabilitation and Replacement Projects | City of Daytona Beach

As the Utilities Engineering Manager for the City of Daytona Beach, Curtis was responsible for implementation of the city's annual R&R for the water, wastewater and reuse programs. He developed annual and bi-annual maintenance programs to extend the life of the aging infrastructure. He also worked simultaneously with various on-call city consultants and managed numerous utility CIP projects with multiple disciplines and objectives.

Curtis' responsibilities included scope development, internal department and commission approvals, supporting procurement, project management, consultant QC reviews, budget management and schedule management, as well as grant deadline compliance coordination. Each year, he was also responsible for, with staff input, the development of the 5- and 10-year CIP updates and yearly CIP program updates and revisions.

Curtis worked closely with his lead field operations staff to maintain a bi-annual valve turning and replacement program for the city's potable water system. This program also allowed the city to update and keep current in its GIS database for the various valve locations. Through the city's wastewater master plan, the city identified 20 years worth of upgrades needed for lift stations (Lift Station CIP). Curtis worked closely with his engineering staff and field crews to balance the funding available each year to perform this work as the city identified approximately 3-5 stations per year while still performing needed maintenance remaining stations within the system as necessary to maintain performance. Manhole lining, smoke testing and a CIPP lining programs were also programs that Curtis performed oversight and management. Curtis worked alongside his engineering staff to management and direct on-call services contracts for operations and maintenance work efforts that included lift station upgrade designs, pipeline replacement projects and new infrastructure designs, and construction to address the explosive growth within the city.

### Location

Daytona Beach, FL

### Schedule

2018 - 2021

### Key Staff Involved

» Curtis Burkett |  
*Utilities Engineering  
Manager*

## AGENT'S MANAGEMENT APPROACH

FNI recognizes that organizations are facing different and unique challenges in the delivery of their CIP, and those challenges may change over the life of the CIP planning period. Thus, *our approach to serving in an Owner's Agent role is customizable to meet the Authority's needs.* Our team is flexible to meet your needs as project issues arise or new project risks emerge; it's also scalable to make certain we have resources available during workload peaks, but are not overstaffed during lulls. *As your Owner's Agent, it will be our goal to become integrated with Authority staff, build trust, provide technical expertise and resources, and ultimately be viewed as a member of your team and extension of your staff.* To achieve this goal, we have built a team that includes strong, local resources – available to work in the office or in the field alongside Authority staff – supported by national experts from across the country.

Arguably, the most valuable tool for any program is the PMIS, which is used to store and manage project documents, disseminate information, promote collaboration, electronically route documents for review and approval, and house project performance dashboards that display key performance indicators for each project in the program and the program overall. **Trooper Smith and Curtis Burkett** will work with our FNI Team and the Authority to analyze the different PMIS options, gather the Authority's preferences, and make a recommendation for PMIS implementation. Specifically, **Morgan McIlwain** has more than 15-years of experience working with different commercially available PMIS, and **Derek Gianan** has developed several simple PMIS using SharePoint and standard Microsoft products to avoid the needs for costly software acquisition and recurring software license expenses.

Aside from a robust PMIS, establishing standards, processes, workflows and templates is the most important step in creating a structure to successfully deliver a CIP. **Jeff Hammond** will lead our Program Controls team to develop a functional and concise Program Management Plan (PMP) to help create this structure, establish baselines for measuring project and program cost and schedule performance, and outline workflows and lines of communication. The PMP, a living document to be updated as demands of the program change, will include, at a minimum:

- **Roles and Responsibilities** will be established and documented to make certain the Authority and the Owner's Agent are working efficiently and collaboratively, and duplications of effort are eliminated. These roles and responsibilities will be documented graphically in a **Responsibility Assignment Matrix**.
- **Detailed Critical Path Method (CPM) Schedules** will be developed for each project in the program clearly delineating the critical path. These initial project schedules will be the baseline for measuring project performance as it relates to schedule management.
- **A Communication Plan** will be developed by **Jewel Le Blanc (local in Florida), Curtis, and Jeff**. The plan will outline communication protocols for each of the contract partners (Owner, Engineer, Contractor, CMAR, etc.) during each phase of the project lifecycle, establish public engagement and communication strategies to keep the public and key project stakeholders informed during construction and document the requirements for progress reports intended to keep the Authority's Board and program stakeholders informed and updated. A stakeholder analysis will be performed to identify who will have an interest in the different projects within the program, their level of interest and level of influence. As an example, a robust public communication plan during the construction of the pipeline projects will allow the Contractor to remain focused on construction and production while FNI and the Authority keep adjacent property owners and stakeholders informed.
- **A Change Management Plan** will delineate processes and workflows for the team to analyze, evaluate, and approve contract modification requests, owner-initiated changes, and change orders (COs).

- **Program Standards and Templates** will be developed for design and construction contract administration and management to verify consistent and accurate documentation across all projects in the program. FNI's standard library of forms will be customized by **Trooper, Jeff and Samantha Tedrow** to supplement the Authority's standard forms and templates.
- **Risk Identification, Risk Assessment, and Risk Mitigation Strategy** that identifies key project and program risks potentially created by stakeholders; assesses the probability and impact each risk may have on the project schedule and budget; and identifies mitigation strategies to reduce either the probability or impact of each risk. The Risk Matrix will be developed collaboratively in a workshop led by **Trooper and Curtis** with input from all the Contract Partners, especially the Authority. The Risk Matrix is a living document and will be reviewed and updated by FNI monthly. Monitoring and managing risk will be essential to keeping the reservoir on schedule during the construction phase. Monitoring, managing and mitigating risks will be especially important for the PRF Expansion project.
- **Strategies for Monitoring Project Costs** using Earned Value Management (EVM) techniques will be implemented to track program health and project performance. These basic concepts of comparing Budgeted Work and Actual Work can be used to generate several simple graphics and visualization to quickly display project performance. **Derek** is a Project Management Professional certified by the Project Management Institute and has developed numerous custom dashboards to display EVM data and other project performance metrics using PowerBI. **Derek** will lead this effort to develop customized dashboards to display and track the data desired by the Authority.
- **Quality Management Plan** to verify that the work performed by the construction contractor meets or exceeds all the quality and/or performance requirements of the Contract Documents. Managing and maintaining quality is important on all projects, but will be crucial on Reservoir 3.

**Schedule Management:** Although part of the PMP, project schedules are not static and will be updated monthly, as a minimum. Project schedules will be resource-loaded at the deliverable level to allow for the development of macro-level annual cash flow projections, budget monitoring, and to assist the Authority with budgeting and financial forecasting in future fiscal years. Additionally, from each of the individual project schedules, a **CPM Program Schedule** will be developed, allowing the Authority to graphically view the interdependencies between projects and the critical path in the program. We recognize that program management does not end at the beginning of construction. The program must be managed from commencement through the warranty period. Therefore, each month **Thedi Mitchell** will evaluate construction schedule updates for each project in the program to determine if the critical path changes or new tasks are created since the previous months schedule submission, and why. If it is determined that a project has fallen behind schedule, we will coordinate with the consultant or contractor to evaluate options and develop a recovery plan. With more than 24 years of schedule and project management experience, **Thedi** has evaluated and analyzed thousands of design and construction schedules.

**Cost Management:** Baseline budgets were established in the Authority's CIP, but we recognize as design progresses, more information becomes available and the cost estimate will be updated. *For projects in the design phase, we will work closely with the Authority to manage scope creep, seek cost-saving alternatives that meet the design intent, but don't create unnecessary operational or maintenance challenges.* We will also support the Authority in evaluating alternative materials and equipment to confirm all the options presented are equal. The FNI SMEs will be leveraged to assist in the effort and provide guidance, feedback and recommendations for the Authority to consider.



# Criteria 2

## PROJECT DELIVERY EXPERIENCE AND APPROACH



Doug Herbst leading an Alternative Project Delivery Workshop



Leofwin Clark leading a Water D-B Council Education Program

# RESUMES



## Years of Experience

45

## Education

MS, Environmental Engineering, Manhattan College

BA, Physics, Adelphi University

## Registration

Certified Design-Build Professional

## Office Location

Houston, Texas

## Key Qualifications

- » Former chairperson of DBIA's Certification Board
- » Former member of DBIA's Water and Wastewater and Owner Advisor committees
- » Contributing author to DBIA Water and Wastewater Best Practices and Owner Advisor Primer
- » Collaboration on conference presentations and webinars with **Leofwin Clark** on various collaborative delivery topics
- » In-depth knowledge of Design-Build Done Right® and DBIA Best Practices and P-D-B
- » Seasoned D-B expert and FNI's collaborative delivery expert

## Douglas 'Doug' Herbst, DBIA | Project Delivery Expert

Doug Herbst has special focus and expertise in the development, procurement, negotiation and implementation of collaborative delivery approaches (CMAR, FP- and P-D-B, design-build-operate [D-B-O] and other forms of public-private partnerships [P3s]) and outsourcing operations and maintenance services for environmental projects. As a public owner-advisor, he has advised many state and local governments on the various aspects of collaborative delivery. As a private sector service provider, he has developed, structured and negotiated numerous collaborative delivery transactions. His unique experience and perspective allows Doug to understand how to procure, structure and implement projects to be successful.

## Relevant Project Experience

**Bois d'Arc Lake Water Supply Program (CMAR and D-B-O) | NTMWD | Procurement Advisor** | The \$1 billion multi-project program includes a new dam and intake, reservoir clearing, raw water pump station, 210-MG raw storage reservoir, 17,000 acres of environmental mitigation, 70-MGD WTP, high- service pump station, 60 miles of raw and treated water pipelines and a bridge and road project. Doug developed the procurement strategy and documents and managed four CMAR procurements and one D-B-O procurement. He developed Requests for Qualification (RFQs) and RFPs, administered interviews and facilitated selection committee meetings, and assisted in contract preparation.

**Sabine River Pump Station, Phase 2: Pipeline and Canal Improvements (CMAR) | Sabine River Authority of Texas | Procurement Advisor/Engineer-of-Record** | The project involved a new intake and 85-MGD raw water pump station on Sabine River; 7.5 miles of 66-inch pipeline to existing canal with sedimentation basin and terminus of pipeline, including energy dissipating structures, check structures and connection to existing canal system.

**Biosolids Management Program Main Process Train Project (FP-D-B) and Combined Heat and Power Project (D-B-O)\* | DC Water | Owner Procurement Advisor** | The Biosolids Program for the Blues Plains Plant was evaluated for project delivery and separated into four projects: two D-B, one D-B and one D-B-O. Doug provided owner advisory services for the RFQ and RFP preparation and contract development assistance. He conducted workshops to develop the procurement road map for the RFQ and RFP requirements, evaluation criteria and scoring methodologies.

**Snow Hill Road Pump Station and Force Main (P-D-B) | Durham County, NC | Procurement Advisor** | The project involved a 5,330-GPM pump station and 14,500 LF of 24-inch force main. Doug prepared procurement documents and contract documents.

*\*Experience prior to joining FNI*



### FNI Contract Employee

#### Years of Experience

30

#### Education

MS, Urban Planning,  
Columbia University  
Graduate School of  
Architecture, Planning, and  
Preservation

BA, Urban Studies,  
Columbia University

#### Registration

N/A

#### Office Location

Centennial, Colorado

#### Key Qualifications

- » Former member of DBIA's Water and Wastewater and Owner Advisor committees
- » Contributing author to DBIA Water and Wastewater Best Practices and Owner Advisor Primer
- » Collaboration on conference presentations and webinars with Doug Herbst on various collaborative delivery topics
- » Water Collaborative Delivery Association (WCDA): Training Curriculum Development and Facilitation Consultant; Past President and Education Committee Chair

## Leofwin Clark | Project Delivery Expert

Leofwin Clark has more than 30 years of experience in infrastructure advisory services, with a focus on D-B, D-B-O and P3 efforts for water/wastewater projects. He is considered a thought leader for collaborative delivery education, training, research and the application of collaborative and P3 delivery models for the water and wastewater industry. Recently, Leofwin established an owner advisor consultancy practice, *All Things Collaborative Delivery*.

### Relevant Project Experience

**McCarrons Water Treatment Improvements | St. Paul Water Services (SPRWS) | Principal-in-Charge, Owner Advisor |** Leofwin guided SPRWS through the first water-related P-D-B project in Minnesota. The scope included procurement strategy and alignment of internal SPRWS stakeholders to the D-B process, procurement document development, including technical specifications, contracts and the RFQ and RFP, and implementation phase support for more than \$150 million in facility improvements.

**Wastewater Storage Tank and Diversion Project | Union County, NC | Principal-in-Charge, Owner Advisor |** Leofwin led the owner advisor team's support of technical specification and procurement documents for a wastewater storage tank and diversion project. Implemented P-D-B best practices after a qualifications based selection process.

**Program Management and Owner Advisor Services | Charlotte Water | Technical Advisor, Principal-in-Charge |** Leofwin served as a Technical Advisor in a number of capacities in support of CMAR, P-D-B and potential fixed-price D-B procurements, including the Upper Little Sugar Creek and Mallard Creek Programs. Most recently, he served as the incoming Principal in Charge for the Clarke Creek project.

**New Water Treatment Plant D-B-O Owner Advisor Services | Mountain Home Air Force Base (MHAFB), Idaho Water Resources Board | Owner Advisor, D-B-O Procurement |** Leofwin provided procurement analysis and method selection, D-B-O RFQ and RFP documents, and technical support for a surface water intake, multi-mile conveyance and pumping facility, and greenfield WTP to provide a reliable supply to the MHAFB.

**Procurement Owner Advisor, PureWater Program | Soquel Creek Water District, CA | Procurement Lead |** Leofwin developed D-B-O delivery methodology and procurement documents for two P-D-B procurements (conveyance and treatment in support of a new indirect potable reuse system for seawater intrusion protection). He supported the program in coordinating a multi-agency participation in treatment development within grant funding parameters and multiple construction sites and conveyance scope. He developed unique operations scope procurement approach (Operations and Maintenance at Risk) integrated with the D-B procurement scope.

# REFERENCE PROJECTS



## LPGA Boulevard Force Main | City of Daytona Beach

The LPGA Boulevard project consists of designing a new sanitary sewer force main along LPGA Boulevard. The existing sanitary sewer force mains, south of Tymber Creek Road, will be disconnected from the existing 20-inch sanitary sewer force main and reconnected to the new sanitary sewer force main. The new sanitary sewer force main will parallel the existing sanitary sewer force main, and the existing sanitary sewer force main will remain in service. The new sanitary sewer force main will include the following:

- 2,000 linear feet (LF) of 20-inch ductile iron pipe (DIP) from Tymber Creek Road to Tournament Drive
- 11,000 LF of 24-inch DIP from Tournament Drive south along LPGA Boulevard
- 3,000 LF of 30-inch DIP, with a connection to an existing 16-inch force main to the south along LPGA Boulevard and to a proposed influent pump station at the Westside Regional WRF

FNI provided project management, design and permitting (Florida Department of Environmental Protection [FDEP] and Volusia County) services. FNI will continue to provide construction management and CEI services, as well as bid phase services and state revolving fund loan administration services throughout the remainder of the project's lifespan.

*We are including this project as our traditional D-B-B project description in Criteria 2 to showcase a local pipeline project that is being completed primarily by our local Florida FNI team.*

**Location**  
Daytona Beach, FL

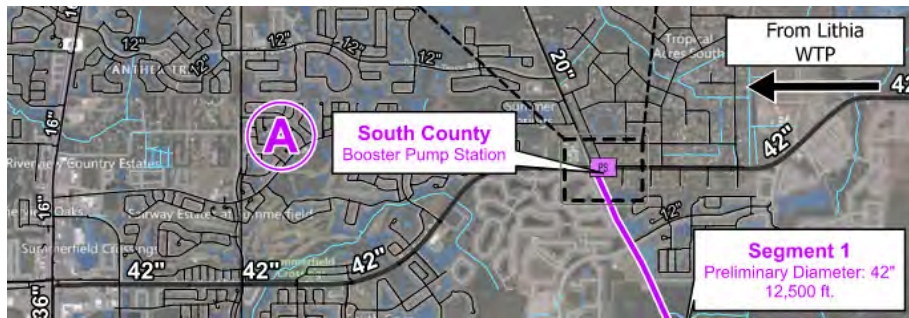
**Schedule**  
2021 - Ongoing

**Project Delivery Method**  
D-B-B

- Key Staff Involved**
- » Trooper Smith | Senior Advisor
  - » Doug Herbst | D-B-B Front Ends Quality Control
  - » Curtis Burkett | Design Engineer
  - » Carleton Sherrer | Quality Control
  - » Rusty Gibson | Quality Control

- Additional Staff**
- » Adriell Shrikissoon
  - » Brian Glynn
  - » Craig Wells
  - » Jewel Le Blanc
  - » Julia Roach
  - » Justin Riddle
  - » Samantha Tedrow
  - » Thomas Cross
  - » Tony Pevac
  - » Viraj deSilva





## South County Potable Water Transmission Main | Hillsborough County

The South County Potable Water Transmission Main project is part of Hillsborough County's South County One Water Program and includes services for the design, permitting and construction of approximately 11.5 miles of 42-inch water transmission main.

Hillsborough County currently provides potable water service to the south county area from the Lithia WTP. This P-D-B project will expand the existing transmission network to the southern portion of the County through a new 42-inch potable water transmission main that will connect to the existing 42-inch main. As growth continues and water demands increase, the pipeline is the proactive approach the County has selected in order to expand the delivery system, create redundancy and reliability, and increase pressure for future growth.

In collaboration with the entire D-B team, FNI provided the following services: **hydraulic analysis** to confirm pipe size; **preliminary surge analysis** of route; **final surge analysis** during design; identification and design of air release valves and/or other protective features; analysis of booster lift station; preliminary transient analysis of system simulating operation of the future water facility to be constructed; design of two highly doped drains at the minimum pull distances – approximately 1,700 LF each.

### Location

Lithia, FL

### Schedule

2021 - Ongoing

### Project Delivery Method

P-D-B

### Key Staff Involved

- » Trooper Smith | Senior Advisor
- » Curtis Burkett | Design Engineer
- » Doug Herbst | Collaborative Project Delivery Expert
- » Jessica Brown | Hydraulic Modeling/Quality Control
- » Rusty Gibson | Quality Control
- » Carleton Sherrer | Design Engineer

### Additional Staff

- » Brian Glynn
- » Craig Wells
- » Jewel Le Blanc
- » Julia Roach
- » Justin Riddle
- » Samantha Tedrow
- » Thomas Cross
- » Thomas Hill (FNI's Surge Analysis Expert)
- » Tony Pevac
- » Viraj deSilva



## Fulton-Cobb Diversion Line/Pump Station | Fulton County

Under a FP-D-B contract, FNI provided design and construction phase services for a new 10-MGD pump station and associated 24- and 30-inch pipeline to provide additional capacity while the County's Big Creek WRF is being expanded. The pump station is located adjacent to and on the same site as the existing Riverside Road Pump Station, which currently conveys flows to the influent process and headworks of the 24-MGD Big Creek WRF. The pump station will limit flows impacting the Big Creek WRF during expansion and provide redundancy for County collections system operations. Flows from this new diversion pump station will be sent to the larger Cobb County 50-MGD R.L. Sutton WRF.

During the design phase, FNI performed value engineering, conceptual design, detailed design, multiple hydraulic and loading related calculations, followed by documentation of basis of design in a detailed report. FNI also coordinated the services of six different subconsultants performing geotechnical, survey, SUE, landfill utility permitting, environmental permitting, historical/cultural resource permitting, archeological investigations and arborist services.

The pump station is an in-line booster with complex suction-side hydraulics and limited space onsite for new facilities adjacent to an existing pump station. The pipeline is approximately six miles long and includes two crossings of the Chattahoochee River and traverses National Park Service property, three municipality jurisdictions and multiple segments of trenchless installation via horizontal directional drilling (HDD) and jack and bore. The project also included transient surge modeling services and significant permitting and agency coordination with more than 30 federal, state, private and local entities.

**Location**  
Roswell, GA

**Schedule**  
2018 - Ongoing

**Project Delivery Method**  
FP-D-B

**Key Staff Involved**

- » Trooper Smith |  
*Principal-in-Charge/  
Senior Advisor*
- » Doug Herbst |  
*Collaborative  
Project Delivery  
Expert*
- » Rusty Gibson |  
*Quality Control*
- » Carleton Sherrer |  
*Assistant Project  
Manager*
- » Jeff Hensley |  
*Electrical Engineer*

**Additional Staff**

- » Justin Riddle
- » Sam Meisner
- » Thomas Cross



## Sabine River Pump Station, Phase 2: Pipeline and Canal Improvements | Sabine River Authority of Texas

FNI served as the program manager and designer for the Sabine River Pump Station and Pipeline CMAR project, which will replace an existing pump station that is nearing the end of its design life and provide a more reliable water source during drought conditions. The water will be pumped to the existing Sabine River Authority canal system to serve industrial and municipal customers.

The CMAR project consists of a river intake on the Sabine River, pump station with an initial capacity of 85 MGD and ultimate capacity of 285 MGD, 7 miles of 66-inch pipeline from the pump station to the existing canal system, an energy dissipating structure at the connection to the canal and a check structure for providing water to upstream customers and relocation of Camp House Road that runs through the pump station site.

CFD modeling was performed to analyze the hydraulics of the intake alternatives and evaluate sediment transport at the pump station location. To better define the design elevation of critical components of the pump station, a 1-D and 2-D hydraulic model of approximately 8 miles of the Sabine River was created using HEC-RAS. The model was based on field survey for the main channel, and LiDAR for the overbanks.

Phase 2 of the project included preliminary design, environmental permitting, a hydraulic analysis of the river, water quality sampling and analysis, computation fluid dynamics (CFD) modeling of the river, surveying, geotechnical engineering, and a fluvial geomorphological analysis of the river.

The project is located in flat topography where the floodplain spans several miles and includes oxbows with high value cypress-tupelo swamps and other regulated waters of the U.S. FNI conducted all environmental surveys including wetland delineations, prepared the Preconstruction Notification required by Nationwide Permit 12 and conducted follow up activities and coordination with U.S. Army Corps of Engineers (USACE) regulatory staff.

**Location**  
Deweyville, TX

**Schedule**  
2016 - 2020

**Project Delivery Method**  
CMAR

### Key Staff Involved

- » Doug Herbst |  
*Procurement Advisor*
- » Rusty Gibson |  
*Senior Advisor*
- » Jeff Hensley |  
*Electrical Engineer*

### Additional Staff

- » Brian Coltharp

## AGENT'S PR3 APPROACH

**Project Delivery Method Recommendation.** Each project is different and the delivery methods for your PR3 project should be determined by 1) identifying priority outcomes, 2) assessing risk and its appropriate allocation and 3) aligning the method with critical success factors and the risk profile. *A challenge is reaching a quick and efficient decision versus the value of prolonged due-diligence and analysis. Ultimately, it's the Authority's decision, but as your Owner's Agent, we can facilitate with the following guidance:*

- **Be objective.** If your PR3 project demands can be divided with different deliveries, we will inform you. As an example, the PR3 project has multiple facets (reservoir, new intake, pump station and pipeline) that would work well with a CMAR project delivery approach.
- **Be creative.** Conventional wisdom regarding delivery methods can create false assumptions when aligned to specific PR3 Project criteria and challenges. The answer to this “group think” risk is to be creative in combining the attributes of various methods.
- **Be efficient.** For all the delivery method selection tools at our disposal, sometimes a decision is clear and it makes sense to “cut to the chase,” pick a method and proceed.

**Meeting Critical Milestones.** While there are always unforeseen changes, successful owners base their schedules on actual experience and insight, and, when realistic about durations, accurate milestones fall into place. The challenge with collaborative delivery is that many owners are undertaking an unfamiliar process, and do not have the experience to accurately predict critical milestones. Our answer to this challenge is training. By providing detailed best practices for each method, combined with our own insight from successful projects, your milestones will be realistic for both resource commitments and timing.

**Involvement in Design Reviews.** The evolution of D-B from FP-D-B to P-D-B and the popularity of CMAR are both a reflection of owners' desires to maintain input and a degree of control on design, particularly scope and quality. The Owner's Agent (e.g., “design criteria professional”) is a critical resource to support/perform design reviews, but also to protect owner's risk allocation guiding design decisions, scope and quality. Also critical to design-review is understanding the difference between CMAR and P-D-B:

- **CMAR.** The design review function is “traditional” in nature and the Authority's designer would lead the process, based on traditional D-B-B Standard of Care. Guidelines for the CMAR's input to the design should be set in advance.
- **P-D-B.** The design review function is led by the design-builder (as designer of record), with coordination by the Owner's Agent in support of the owner (the Agent can often provide needed technical resources). The Agent's role is particularly important in understanding risk allocation and providing review without attached “approvals” to avoid inadvertently relieving the DB of its performance commitments.

**Construction Cost Control.** Broadly stated, successful construction cost control will be determined long before the pricing milestone for CMAR or P-D-B. The key to *real* cost control starts **today**, with a realistic budget from the outset, communicated by the Authority on a transparent basis and frequently updated by “all comers.” This cost control strategy starts with the Agent's and designer's touch on the cost estimate, followed by invited industry review during the procurement process, and then augmented by an early baseline cost re-estimate by the CMAR or D-B as soon as feasible after selection. Then, as estimates are progressively developed, project costs should be updated on a continuous basis, with a strong emphasis on the WCDA “stop, drop, and roll” philosophy when costs are trending higher than budget – don't move forward to the next step without budget and scope alignment.

Procurement Practices to Establish the Framework for Success on the PR3 Project	
<b>#10: Prepare.</b> Success depends on it.	
<i>Take the time to do your homework and prepare...</i>	<i>...and you’ll be set up for procurement success</i>
<ul style="list-style-type: none"> <li>Clearly identify project success factors...</li> <li>Share a transparent and realistic cost estimate...</li> </ul>	<ul style="list-style-type: none"> <li>...creates a road map to calibrate decisions</li> <li>...budget transparency supports price certainty</li> </ul>
<b>#9: Promote.</b> Or nothing happens.	
<i>Get the word on your project out early and often...</i>	<i>...and the market will be eager to respond</i>
<ul style="list-style-type: none"> <li>Establish balanced commercial terms...</li> <li>Align delivery method and risk allocation...</li> </ul>	<ul style="list-style-type: none"> <li>...quality contracts attract quality companies</li> <li>...exposes priorities to drive innovative solutions</li> </ul>
<b>#8 Know the Fundamentals.</b> Get the basics right, the rest will follow.	
<i>Play by the essential rules of the game...</i>	<i>...and you will create credibility and collaboration</i>
<ul style="list-style-type: none"> <li>Be reliable and respect your own schedule...</li> <li>Be fair – set transparent evaluation criteria...</li> </ul>	<ul style="list-style-type: none"> <li>...sets precedent for mutual respect</li> <li>...creates immediate market credibility</li> </ul>
<b>#7: Don’t be Greedy.</b> Ask for what’s needed, but no more.	
<i>Define only what is essential for procurement...</i>	<i>...and save everyone’s investment for the project</i>
<ul style="list-style-type: none"> <li>Align criteria to submittal requirements...</li> <li>Only ask for material that will be evaluated...</li> </ul>	<ul style="list-style-type: none"> <li>...focuses proposals on essential information</li> <li>...avoids “make work” and reduces cost</li> </ul>
<b>Key Principles of Transition from Procurement to Delivery</b>	
<b>#6: Sweat the Details.</b> Project quality starts here.	
<i>The quality of the execution is essential...</i>	<i>...and creates a precedent for expectations</i>
<ul style="list-style-type: none"> <li>Set clear standards and define accountability...</li> <li>“Right size” reviews and deliverables...</li> </ul>	<ul style="list-style-type: none"> <li>...identifying what’s important sets success metric</li> <li>...realistic, achievable durations creates efficiency</li> </ul>
<b>#5: Be Responsive and Flexible.</b> Relationships matter.	
<i>Collaboration requires individual commitment...</i>	<i>...and it takes both parties to build success</i>
<ul style="list-style-type: none"> <li>Remove silos...</li> <li>Expect unexpected issues – and listen...</li> </ul>	<ul style="list-style-type: none"> <li>...to promote for diverse thinking and solutions</li> <li>... reduces risk: more data reduces the risk</li> </ul>
<b>#4: Be Old-Fashioned.</b> Talk face-to-face.	
<i>Collaboration requires continuous participation...</i>	<i>...and quality delivery relies on a lot of interaction</i>
<ul style="list-style-type: none"> <li>Convey what is important—and what isn’t...</li> <li>Don’t underestimate the power of conversation...</li> </ul>	<ul style="list-style-type: none"> <li>...active listening exposes unexpected solutions</li> <li>...active and engaged teams solve challenges</li> </ul>
<b>Outcome-Focused Approach for Delivery Fundamentals</b>	
<b>#3: Advocate for project success and innovation.</b> Everyone deserves 15 minutes of fame.	
<i>Good ideas are at the heart of project success...</i>	<i>...and a successful resume is a primary objective</i>
<ul style="list-style-type: none"> <li>Provide opportunities to hear ideas</li> <li>Embrace change</li> </ul>	<ul style="list-style-type: none"> <li>...to leverage industry expertise and insights</li> <li>...to maximize project efficiency</li> </ul>
<b>#2: Fulfill Risk Commitments.</b> Set a foundation of design-build success.	
<i>Risk management is an integral part of success...</i>	<i>...and is the foundation for affordable solutions</i>
<ul style="list-style-type: none"> <li>Understand risk that can be shared – or can’t...</li> <li>Take the time to identify and evaluate risk...</li> </ul>	<ul style="list-style-type: none"> <li>...appropriate risk transfer is D-B’s primary benefit</li> <li>... then create a balanced contract</li> </ul>
<b>#1: Achieve Best Value.</b> Know what it means for you.	
<i>You have the flexibility to define best value...</i>	<i>...and establish expectations for project success</i>
<ul style="list-style-type: none"> <li>Know where value can be gained for least cost...</li> <li>Establish rules of conduct to maintain trust...</li> </ul>	<ul style="list-style-type: none"> <li>...to focus attention at the phases that at value</li> <li>...to identify and reasonably resolve conflict early</li> </ul>

The above practices form the foundation of successful collaborative delivery. FNI has the expertise and insight to expand each item into a detailed plan that reflects the Authority’s objectives. (Adapted from previous training by Doug Herbst and Leofwin Clark, co-authors, for Lorman Education Services in 2020; and the DBIA 2021 National Conference.)



## Criteria 3

### CONSTRUCTION ENGINEERING AND INSPECTION (CEI) EXPERIENCE AND APPROACH



# RESUMES



Local to Florida

## Greg Geller, PE | Lead Construction Manager

Greg Geller is a CM with more than two decades of experience. He is an experienced construction professional with successes in contract management and project inspection on fast-paced engineering and construction environments. Greg also has a professional engineering license, providing a unique benefit to clients during design and construction phases. Greg also has a professional engineering license, providing a unique benefit to our clients during design and construction phases of projects.

**Years of Experience**  
22

**Education**  
BS, Civil Engineering,  
University of Central Florida

**Registration**  
Professional Engineer,  
Florida #92188

**Office Location**  
Tampa, Florida

### Key Qualifications

- » *Alternative Project Delivery Experience*
- » *Significant experience with large complex water and wastewater projects, including treatment plants and pump stations*
- » *Constructibility Reviews and Construction Risk Management Expert*
- » *Ability to leverage experience as engineering designer, general contractor and Owner's Representative*

### Relevant Project Experience

**Districts 1B1 and 3A: High Service Pump Stations and Ground Storage Tanks\* | Broward County | Construction Manager |** Greg provided QC and project oversight for two high service pump stations (HSPSs). The project include various site improvements, new ground storage tanks, pump house, pumps, electrical gear, chemical metering and feed equipment and other miscellaneous utilities.

**Southeast Wastewater Treatment Plant Improvements and Expansion\* | Pasco County Utilities | Construction Manager |** Greg provided QC and constructability reviews for a wastewater treatment plant expansion design prior to finalization of bidding documents.

**L8 Reservoir Modifications D-B Project\* | South Florida Water Management District | Assistant Project Manager |** The project included installation of a new gate control structure, pump station, control and electrical buildings, and associated infrastructure comprised multiple piping systems ranging from small diameter PVC to 36-inch ductile iron pipe.

**Harvey Disaster Recovery Repairs: Greens Bayou Watershed | HCFCD | Construction Manager |** FNI provided services related to repairs from Hurricane Harvey. The project consisted of earthwork, riprap, pipe replacements including up to 54-inch corrugated metal pipe, concrete channel lining and general slope repairs. Greg provided project documentation control, reviewed and developed responses to requests for information (RFIs) and submittals, reviewed and developed detailed pay application packages, developed project variances, developed change in contract packages and ran project meetings.

**Harvey Disaster Recovery Repairs: White Oak Bayou and Greens Bayou Watershed | HCFCD | Construction Manager |** FNI provided services related to repairs from Hurricane Harvey. The project consisted of earthwork, riprap, pipe replacements including up to 60-inch reinforced concrete pipe, concrete channel lining and general slope repairs. Greg provided project documentation control, reviewed and developed responses to RFIs and submittals, reviewed and developed detailed pay application packages, developed project variances, developed change in contract packages and ran project meetings.

*\*Experience prior to joining FNI*



Will relocate to Florida when construction commences

### Years of Experience

34

### Education

N/A

### Registration

N/A

### Office Location

Field - North Texas

### Key Qualifications

- » *Inspection experience on more than \$350 million in construction related specifically to water supply*
- » *Senior Inspector for earthwork and concrete construction on two major reservoir projects*
- » *Oversaw more than 5 million cubic yards of embankment construction on one project and currently working on another 5 million*
- » *Managed the inspection efforts for the 110-foot tall BDL Intake Structure. Provided pre-pour and pour support for the very complex structural concrete efforts.*

## Russell Gates | Construction Inspector

Russell Gates is an experienced FNI CM and Senior Inspector focused on earthen embankment construction, concrete structures and yard piping for several dam projects. Russell has a proactive approach to construction in the field that helps to prevent construction issues from becoming larger problems.

### Relevant Project Experience

**Bois d'Arc Lake Construction Management and Inspection Services | NTMWD | Lead Construction Inspector** | FNI is managing the overall program for NTMWD's Lower BDL, a new \$1.6 billion water supply system. Augmenting NTMWD staff to manage construction for the multi-project program, FNI assisted NTMWD with procurement of four CMAR and one D-B-O contractor.

**Bois d'Arc Lake Water Supply Program | NTMWD | Lead Construction Inspector** | Since 2003, FNI has partnered with the District to permit and build a new \$1.6 billion water supply system, providing multidisciplinary services such as program management, water rights permitting, project management, and design and construction management services to support the reservoir's development. Significant projects include 17,000 acres of environmental mitigation, two-mile earthen dam, spillway and outlet structures, 420-MG terminal storage reservoir, 236-MGD raw water intake and pump station, 330-MGD HSPS and 60 miles of large-diameter raw and treated water pipelines.

**Lake Ralph Hall - Leon Hurse Dam Construction Phase Services | Upper Trinity Regional Water District | Construction Inspector** | FNI is providing construction phase services for Leon Hurse Dam at Lake Ralph Hall. Services include general engineering representation, contract administration, full-time resident engineering, construction management and onsite inspection.

**2-MG Elevated Storage Tank and 12- and 24-Inch Water Lines | City of Celina, TX | Construction Inspector** | FNI designed and provided construction phase services for a new 2-MG elevated storage tank and approximately 1,300 LF of 24-inch water line from the tank to an existing line. FNI also designed 17,000 LF of 12-inch water lines and a 750-foot reinforced concrete roadway. The project required yard piping, drainage, decorative metal fencing and landscape design. The elevated storage tank is a composite steel tank with a concrete pedestal.

**Bois d'Arc Lake Reservoir Clearing Package | NTMWD | Construction Manager and Senior Inspector** | FNI designed and provided construction phase services for the reservoir clearing package for BDL. FNI staff were present daily to observe, document and verify permit and cultural resource compliance on thousands of acres of clearing, structure demolition, fish habitat construction, burning operations and existing pond dam demolition. Construction was successfully completed before impoundment began.





**Will relocate to Florida when construction commences**

## Chris Mann, CMIT | Construction Inspector

Chris Mann brings more than 10 years of experience in construction management, construction inspection and construction contract administration for the construction of roadways, waterlines, sewer lines, storm sewer lines and bridges. He has extensive experience in concrete testing, reinforcing steel inspection, post-tensioning inspections and soils.

### Relevant Project Experience

**Sabine River Pump Station and Pipeline, Phase 4: Construction Phase Services | Sabine River Authority of Texas | Construction Inspector** | FNI provided project and construction management for the construction of the Sabine River pump station, pipeline, canal connection and camp house road relocation, including inspection and materials testing. The project involved 36,000+ LF of 66-inch pre-stressed concrete cylinder pipe (PCCP) raw water pipeline (including 650+ LF of 96-inch tunnel and liner and a termination structure) and the construction of the initial 85-MGD pump station. The project was delivered via CMAR.

**Highlands East Canal Transfer Pump Station | San Jacinto River Authority (SJRA) | Construction Inspector** | FNI provided the fast-tracked design of a 9-MGD pump station to transfer water from Coastal Water Authority's (CWA) Main Canal into SJRA's East Canal. The project includes an intake structure on the CWA canal, two pumps to provide a firm capacity of 9 MGD, additional pump slots for future expansion, an enclosed pump station and electrical room, natural gas generator for reliability, site piping and a discharge structure.

**Surface Water Treatment Plant | City of Sugar Land, TX | Construction Inspector** | FNI provided owner's representative and third-party construction management and inspection services for a new 9-MGD surface water treatment membrane plant (SWTP) delivered via CMAR. FNI conducted construction inspection for the treatment plant, including a raw water intake pump station, two 8-MG fore bays detention systems, low-lift pump station to move the raw water to the flocculation and sedimentation basins, sludge dewatering building and the sludge pump station, clear well, chemical facility, granular-activated carbon treatment, Pall Membrane system, and more than 90,000 SF of administrative buildings and facilities.

**Surface Water Treatment Plant | City of Richmond, TX | Construction Inspector** | FNI provided owner's representation and third-party construction management and inspection services for a new 2-MGD membrane SWTP, including inspection of the raw water intake pump stations, gravity sludge thickener, process recovery basin, membrane building, pall-membrane system, chemical feed system and more than 10,000 SF of administrative buildings and facilities.

### Years of Experience

10

### Education

MS, Construction Management, University of New Mexico  
BA, Religion/History, Florida State University  
Construction Management Certificate, University of Houston

### Registration

Construction Manager-in-Training  
ACI Concrete Field Technician – Grade 1, #01249053  
ACI PTI Level 2 Unbonded Inspector, #01249053  
NICET Level 1 (soils, Asphalt and Concrete), #139974  
TxDOT – Level 1B HMAC

### Office Location

Houston, Texas

### Key Qualifications

- » *Unique experience with both material testing and construction management experience*
- » *Experienced in treatment plants*

# REFERENCE PROJECTS



## Bois d’Arc Lake Construction Management and Inspection Services | North Texas Municipal Water District

FNI is leading an integrated team and providing construction management and inspection services to support the delivery of all individual construction projects that comprise the BDL Water Supply Program. The overall program consists of four CMAR and one full service provider contractor, including the dam, terminal storage reservoir, all mitigation property, Leonard WTP, high-service pump station, raw water pump station, raw and treated water pipelines, boat ramps, FM 897 relocation and all Fannin County road improvements. Construction phases began in the second quarter of 2018 and are to be completed by the end of 2022.

FNI’s Construction Management team is managing all resident construction inspectors, field personnel, materials testing technicians and quality assurance personnel, with a team totaling more than 44 staff from seven firms, including FNI. These field staff provide construction oversight of each contractor to make certain the designer’s plans and specifications are being adhered to and the Contractor’s QC plans are followed.

By utilizing the program’s PMIS, construction management team and inspection staff, FNI was able to manage submittal workflows, provide daily documentation of construction progress and file key correspondence between the owner, contractor, engineer and regulatory agencies. The construction management team and inspection staff diligently check any change request against the contract requirements, dive into the schedule and cost analysis, and then provide a full report to the owner before moving into any negotiations (if warranted). This team of professionals are highly critical to the owner’s processing of Texas Water Development Board (TWDB) funding. They assist with the board required documentation and board inspections of the project sites.

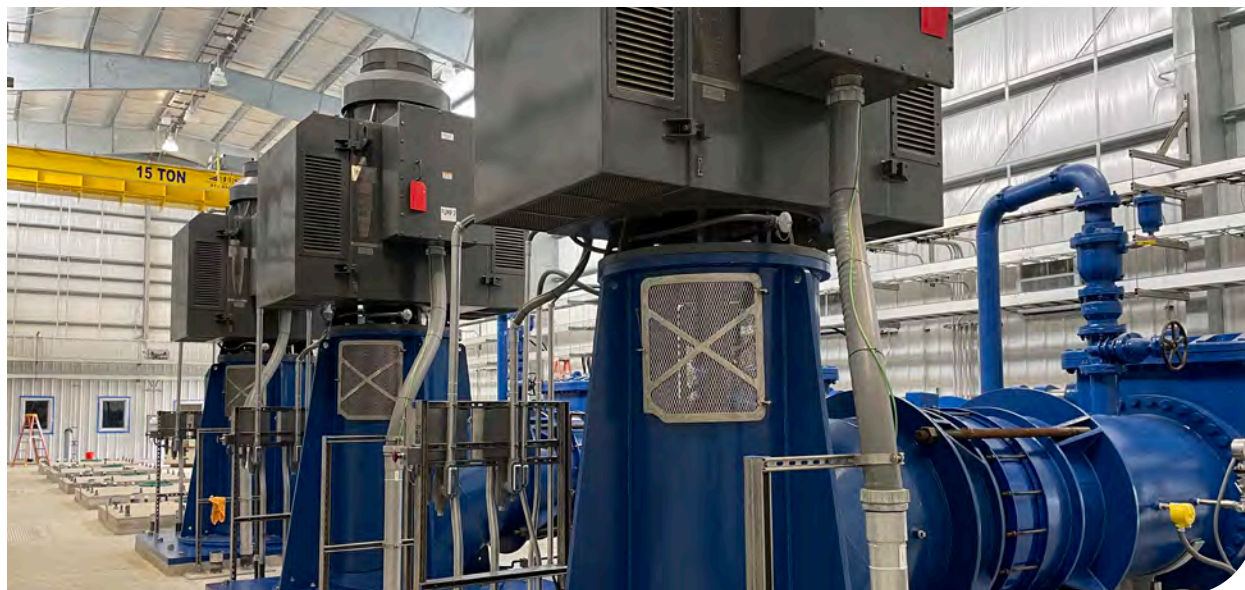
*\*This project is a different contract than the Program Management project listed in Criteria 1.*

**Location**  
Fannin and Collin Counties, TX

**Schedule**  
2018 - 2022

- Key Staff Involved**
- » Trooper Smith | Pump Station Senior Advisor/General Representative Support
  - » Doug Herbst | Procurement Manager
  - » Russell Gates | Lead Construction Inspector
  - » Carleton Sherrer | Pump Station Project Manager and CEI Lead/Engineer of Record
  - » Rusty Gibson | CEI Senior Advisor
  - » Jeff Hensley | CEI Electrical Engineer
  - » James Naylor | CEI Project Engineer

**Additional Staff**  
*12+ additional team members listed on our two organizational charts have worked on this overall project.*



## Sabine River Pump Station and Pipeline, Phase 4: Construction Phase Services | Sabine River Authority of Texas

FNI provided construction phase services for the construction of the Sabine River pump station, pipeline, canal connection and Camp House Road relocation. The construction management, inspection and materials testing were also furnished.

FNI's construction services group began providing services during pre-construction, which included an evaluation of preliminary GMP costs and value engineering options, review of the baseline project schedule, evaluation and negotiation of the GMP with the CMAR, and recommendations for final GMP amendment language to protect the Owner's interests during construction.

Once the construction phase began, FNI provided a full-time Resident Project Representative (RPR) to provide construction management/contract administration. The FNI RPR also served as Project Manager for FNI's construction phase services, which included inspection of the seven miles of pipeline, termination structure, check structure and pump station.

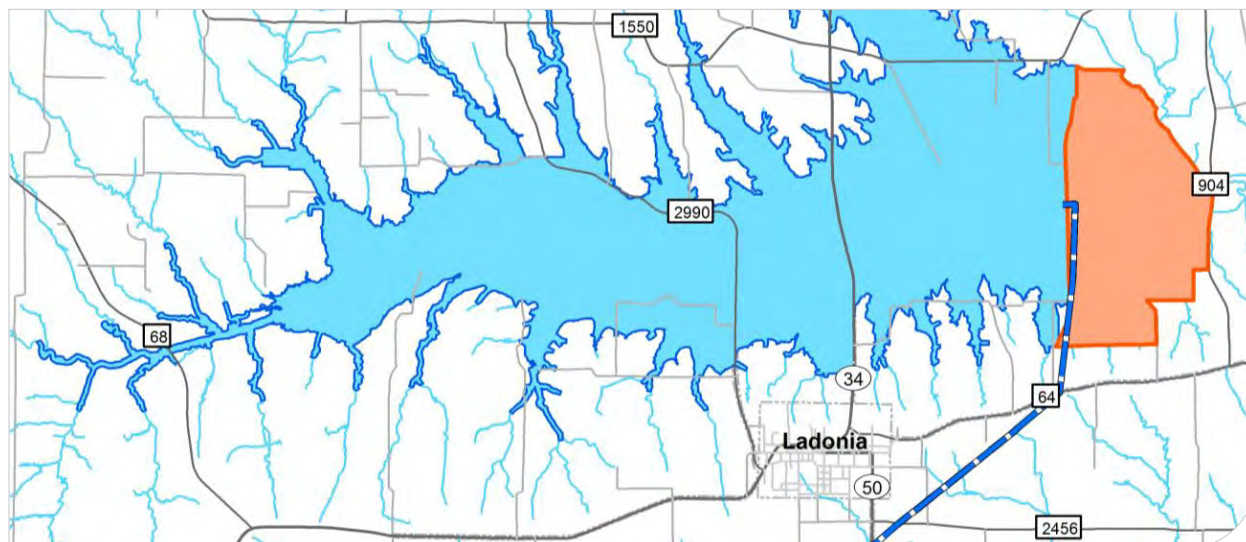
To aid in the documentation of the pipeline's construction, FNI created a specialized form noting key indicators of progress and contract conformance on a daily basis. During construction, FNI:

- Monitored project progress
- Evaluated and provided recommendations for cost/time changes
- Reviewed and recommended periodic payment applications from the CMAR
- Conducted monthly progress meetings with project stakeholders
- Provided reports on ongoing work (daily and monthly), noting and documenting any deficiencies in the work

**Location**  
Orange, Texas

**Schedule**  
2019 - 2022

**Key Staff Involved**  
» Greg Geller | *Senior  
Advisor/Quality  
Assurance*  
» Chris Mann | *Construction  
Inspector*



## Lake Ralph Hall and Leon Hurse Dam | Upper Trinity Regional Water District

The Upper Trinity Regional Water District (UTRWD) needed assistance with resident engineering, construction management and inspection on the Leon Hurse Dam due to the size and scope of the project. UTRWD needed a firm with experience building dams and a firm that was able provide onsite staff in the field due to lack of internal resources. FNI as the Engineer-of-Record will maintain involvement through construction and provide additional staff to oversee work and document progress. FNI is providing the UTRWD a team with extensive dam and reservoir construction experience consisting of a resident engineer, CMs and inspection staff. Dam construction is complex and bringing FNI's experienced team onsite during key construction activities and to keep accurate records of all components provides benefits to UTRWD. At the end of the project, the documentation and institutional knowledge will be handed over to the UTRWD for the operation of the dam and reservoir.

Later in 2022/2023, the construction management team will expand to cover the Raw Water Pump Station to be constructed at the dam site. This team will add a few personnel to look after the large raw water pump station and its structural, electrical and mechanical components. By utilizing the program's PMIS, construction management team and inspection staff, FNI was able to manage submittal workflows, provide daily documentation of construction progress, and file key correspondence between the owner, contractor, engineer and regulatory agencies. Additionally, they are the key first line in the change management process. Towards the end of the project, the construction management and inspection staff will transition to assist the startup and commissioning efforts. By providing history onsite and coordinating the various startup/commissioning pieces, they will assist the owner through final completion of the projects.

### Location

Ladonia, TX

### Schedule

2021 - Ongoing

### Key Staff Involved

- » Russell Gates |  
*Construction Inspector*
- » Jeff Hensley |  
*Electrical Engineer*

### Additional Staff Involved

- » Adam Payne
- » Thedi Mitchell



## Lake Texoma-to-Wylie Water Treatment Plant Water Transmission System and Plant Connection

### | North Texas Municipal Water District

Due to severe drought in 2009 and 2010, the NTMWD was on the verge of water rationing. At the same time, zebra mussels were discovered in Lake Texoma, which provided 25-percent of NTMWD's water supply. Once the zebra mussels were discovered, USACE prohibited the NTMWD from using Texoma as a water source because the pump station is located directly on the Texas/Oklahoma border and the Lacy Act prevents the interstate transfer of invasive species. In the fall of 2010, NTMWD reached out to FNI for help with a compressed schedule water transmission program to get Texoma water to the NTMWD's main treatment facilities in Wylie, Texas.

The project includes 48 miles of 84- and 96-inch pipeline, the design of a 37-foot tall, 240-MG earthen balancing reservoir and modifications to the existing WTP. This \$280 million project was designed and constructed in 30 months and restored re-gained access to the critical water supply. FNI worked hand-in-hand with the NTMWD staff on this crucial project. One major recommendation that was critical to success was onboarding of the first ever CMAR for NTMWD. FNI's construction services team worked with the NTMWD staff to procure a CMAR and begin the preconstruction work needed to keep things on schedule.

Once construction started, FNI's CM and inspection staff worked on all components. By using our "art of managing construction" approach to the work alongside the "science" of contract administration, we saw great success in completing the work on time and within the Owner's budget. Our staff worked daily through the program's PMIS system to push key documentation, submittals workflow, pay requests and change management processes. Inspectors documented each step of the work to build a complete project file for the Owner to reference later during operations of the facilities. FNI's CM and inspection staff was onsite through startup and commissioning to confirm the handoff with operations staff from NTMWD was complete. Even today, inspection staff are still involved in periodic maintenance inspections at the balancing reservoir in particular.

#### Location

Denison, TX to  
Wylie, TX

#### Schedule

2011 - 2017

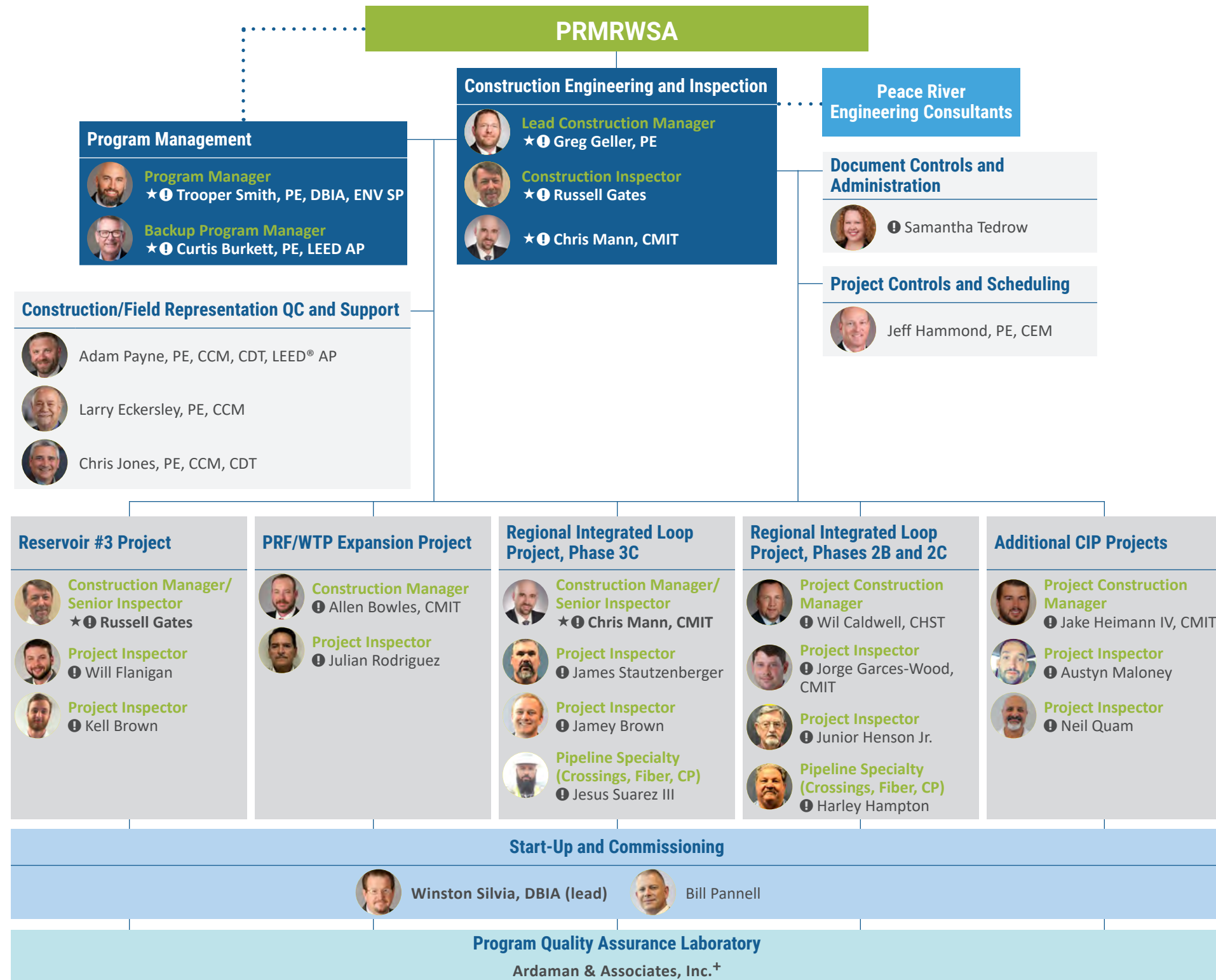
#### Key Staff Involved

- » Trooper Smith |  
*Senior Advisor  
(Package C) /  
Quality Control  
(multiple packages)*
- » Rusty Gibson |  
*Senior Advisor*
- » Jeff Hensley |  
*Electrical Engineer*

#### Key Staff Involved

- » Adam Payne
- » Brian Coltharp
- » Coy Veach
- » Larry Eckersley
- » Sam Meisner

# AGENT'S CEI ORGANIZATION CHART



Agent's CEI Team		
Personnel   Yrs' Experience	Key Qualification	
★📍 Trooper Smith   22	20+ yrs' PM and CM/CEI experience	
★📍 Curtis Burkett   37	30+ yrs' PM and CM/CEI experience	
★📍 Greg Geller   22	20+ yrs' experience with large complex W/WW projects	
★📍 Russell Gates   34	Inspected \$1.6 billion+ in construction	
★📍 Chris Mann, CMIT   10	Unique experience with both material testing and CM	
📍 Samantha Tedrow   16	FNI Florida Document Controls/Admin. Lead	
Jeff Hammond   28	Deputy Program Manager (PgM) on \$447 million Sister Grove Program	
Adam Payne   20	Program CM for the \$1.6 billion BDL Water Supply Program (Phase 1)	
Larry Eckersley   42	Experienced CM leading companywide QA efforts	
Chris Jones   26	Currently managing 75+ construction management and inspection staff	
📍 Will Flanigan   5	Inspected large scale utility projects for utility agencies	
📍 Kell Brown   3	Inspected three key projects for BDL Program	
📍 Allen Bowles   19	Varied CM experience (pump stations, microtunneling, flood control dams and treatment facilities)	
📍 Julian Rodriguez   30	Decades of experience in distribution, collection and construction as Owner	
📍 James Stautzenberger   33	Decades of experience in distribution, collection and construction as Owner	
📍 Jamey Brown   5	Vital part of the BDL Dam Embankment inspection team for several years	
📍 Jesus Suarez III   24	Marine Corp veteran with 10+ yrs' experience in construction	
📍 Wil Caldwell   33	Current FNI Georgia CM Team Manager	
📍 Jorge Garces-Wood   5	CM and inspection experience for utilities and transit agencies	
📍 Junior Henson Jr.   54	55+ yrs' experience as a utility contractor	
📍 Harley Hampton   41	40+ yrs' experience in distribution, collection and construction as Owner	
📍 Jake Heimann   5	CM experience on 40+ water/wastewater projects for utility agency	
📍 Austyn Maloney   3	Critical member on wastewater projects, including peak flow expansion, major lift stations and force mains	
📍 Neil Quam   39	Multiple decades of municipal CIP project experience	
Winston Silvia   46	40+ yrs' experience with W/WW facilities for a major river authority	
Bill Pannell   19	20+ yrs' treatment plant, pump station and pipeline CM experience	

★ Indicates key personnel with resume included. The additional CMs and Inspectors were chosen based on their experience level specific to the main programs/projects listed in the Authority's 5-year CIP. FNI has a total CM/Inspection staff of 148 employees and we can easily adapt to provide additional staff when the needs arise. Also, FNI has the capability to reduce assigned construction staffing on construction projects as needs drop below full-time levels (per FTE). FNI also has the ability to share CM/CEI staffing resources between the Authority's construction projects.

📍 Indicates local Florida personnel and the CM/Inspection staff that will relocate to Florida as construction commences.

+ Indicates subconsultant firm

# AGENT’S PHASE 3C/CEI APPROACH

FNI understands the importance of construction phase services for the Authority’s projects. We put such a priority on the construction phases of our projects that in the 1980s, we developed a dedicated group of professionals to tackle the task of delivering quality finished work. Over this time, we have developed specific processes to tackle the science of construction contracts and quality assurance but also paid specific attention to teaching our staff the art of managing construction in a way that consistently results in success.

## *The Science and Art of Managing Construction*

SCIENCE	ART
<p>The “science” of managing construction references the hard black and white nature of the contract documents.</p>	<p>The “art” of managing construction speaks to the soft skills needed to navigate difficult conversations. Without these soft skills, projects grind to a halt and success is hard to realize.</p>
<p><b>Contract Knowledge:</b></p> <p>Our CMs and Inspectors review contract documents and become experts onsite to assist our design teams and the Owner with a quality finished product.</p>	<p><b>Communications:</b></p> <p>Our CMs and inspection staff manage the project level communications plan, which is set up at the beginning of each project.</p>
<p><b>Contract Administration:</b></p> <p>Our construction staff applies the contract knowledge by holding the contractor responsible to the contract terms. Administration of the contract protects the project and owner.</p>	<p><b>Crucial Conversations and Approaching Issues Head On:</b></p> <p>Our CEI team is trained in working through difficult conversations and issues that arise onsite with the contractor, engineer and owner. Bad news doesn’t get better with time.</p>
<p><b>Documentation:</b></p> <p>Our CM and Inspection staff have been trained and have experience in the “just the facts” method of documenting construction progress.</p>	<p><b>Looking Ahead at Future Concerns:</b></p> <p>FNI’s CEI team’s most effective method in dealing with challenges or issues is to avoid them altogether by being proactive in our approach to day-to-day work.</p>

## The Phase 3C Regional Integrated Loop Project (T6)

FNI’s qualified team will rely on experience and previously developed processes to proactively manage the construction of the \$87 million Phase 3C Regional Integrated Loop project. With a little under 21 miles of water main, storage and booster pumping facilities, it has the potential to open the Authority up to additional risk that warrants suitable levels of coverage. Issues such as the contractor getting out of the easements, material quality issues, not adhering to backfill requirements and difficult landowner interactions are common on such projects. The contractor also can add crews to accelerate their work due to tight timelines. Our approach to staffing this project would need to be enough to adequately protect the Authority and the project.

**Lead CM Greg Geller** will lead construction management and inspection. **Chris Mann**, as the dedicated project level CM/Senior Inspector, will operate just under **Greg**. In addition to providing leadership for the team, **Chris** will cover portions of the storage and pumping facility work. FNI will assign one inspector per heading for the pipeline installation (estimating two headings). These inspectors will be “in the trench” each day that the contractor’s pipe crews are working. Additional inspector(s) will be assigned to float and cover shifts as needed, as well as provide any special inspections (coatings, crossings, etc.).

To meet the aggressive schedule of being in service by March 2025 and keep critical tasks moving, **Greg and Chris** will begin integrating with the Authority’s staff and program early on certain preconstruction tasks. **Greg** will begin forming the collaborative relationships needed for success with the Authority and it’s D-B. He will attend design meetings with the D-B and integrate into the constructability, cost review and sequencing. **Chris** will also be integrated into the preconstruction phase, where appropriate. By familiarizing themselves with the plans

and specifications and any landowner agreements, FNI's inspection staff will be better suited to handle problems quickly and efficiently during the construction phase.

FNI's construction staff fall into our basic inspection philosophy – we work hard to be proactive in our approach in order to pave the way for projects to be delivered on schedule/budget. For the Phase 3C Regional Integrated Loop project we would focus on:

**Communication and Documentation:** Communication is the number one reason for project success or failure, so adherence to program and project level communications plans will be a must. **Greg and Chris** will clearly communicate with stakeholders in the project and take an active role in meetings during the design and construction phases. Documentation goes hand-in-hand with communication. The team will need to document discussions, meetings and daily construction progress. The PMIS system will be critical to the communication and documentation flow. One of **Greg's** initial tasks will be setting up the system and it's naming conventions, process workflows and folder structure. He and his team will manage all inspection staff to make certain we have a complete, accurate and factual project record that can be used by the team and the Authority throughout the project and after completion.

**Cost and Change Management:** At the program level, **Greg** will produce workflows and processes for CM and inspector participation in the pay application and change management processes. At the project level, **Chris** and the inspectors will work with the contractor daily to verify pay request quantities are accurate and changes follow the processes set up to protect the Authority and project. Project level CM and inspection staff will provide reviews of any change proposals from contractors to verify contract compliance and assist with negotiations.

**Schedule Management:** Each month, while the program controls team reviews and analyzes the contractor schedules through their Primavera software tools, **Chris** and the inspectors will provide a detailed review of their field observations. They will evaluate the schedule for items started, items finished, sequencing concerns, and resources applied for realistic durations. These comments are then combined along with the program analysis, which will be kept on file allowing the Authority to easily review any contractor issues that need correction. Also, the team will rely on EVM tools (discussed in Criteria 1) to double check the contractor's progress.

**Quality Assurance (QA):** Arguably the most critical task that a CM or inspector has onsite is to provide a quality project that adheres to the contract documents. **Greg** will manage all CM and inspection teams while they conduct daily inspections of all work and confirm their contractor's onsite are following QC plans on file. For this project, a major initial construction task will be the contract required pipeline prove outs. **Chris** and the inspection staff will coordinate prove out scheduling so that representatives from the program, design consultant and Authority are present. Team "buy-in" on the prove out will be required before wrapping up as it sets the tone for quality methods of construction going forward. In addition to our day-to-day management of QC onsite, we will partner with Ardaman & Associates, Inc. as the QA Materials Testing Lab. Ardaman brings experienced staff and a local presence with a full service testing facility in Sarasota. **Greg, Chris** and all of FNI's inspectors will work with Ardaman and any QC labs to make certain our inspectors are there to observe all tests and the results.

**Outside Agency and Permitting Support:** FNI construction staff often supports our clients with various permit conditions that need to be tracked and monitored during construction. FNI is aware of the risk, and our team understands how to lean forward and work with the D-B to mitigate some of that risk on this Phase 3C project. Just like our CEI staff communicates with the Engineer and Contractor teams, **Greg** and the project level teams will also step up and be a key cog in the wheel when it comes to monitoring and communicating contractor activities when they cross paths with water rights, water quality, archeology and stormwater pollution prevention concerns.





## Criteria 4

### TECHNICAL SERVICES AND SUBJECT MATTER EXPERTS



# RESUMES



## Jessica Brown, PE, IAM | SME: Hydraulic Modeling and Surge Analysis

Jessica Brown is an FNI Principal, a Senior Technical Advisor and FNI's Water/Wastewater Planning and Modeling Practice Leader. She has served as Senior Advisor or Project Manager on master planning, condition assessment and hydraulic and water quality modeling for small to large utilities over the past 25 years. Her background includes extensive experience integrating GIS into more than a dozen different modeling softwares, including WaterGEMS.

**Years of Experience**  
25 years

**Education**  
BS, Civil Engineering,  
Texas A&M University

**Registration**  
Professional Engineer,  
Florida #89643  
Certificate in Asset  
Management, #5001914

**Office Location**  
Fort Worth, Texas

### Key Qualifications

- » *Water/Wastewater Practice Planning Leader*
- » *FNI's Hydraulic Modeling Leader that works hand-in-hand with FNI's Surge Analysis Leader Thomas Hill*
- » *25 years of experience with WaterGEMS*
- » *Companywide leader in leveraging modeling for design projects including pump stations, pipelines, treatment plants, lift stations/force mains and interceptors*
- » *Extensive experience in hydraulic and water quality modeling, including water age, blending, chlorine residual and other constituent modeling*

### Relevant Project Experience

**Lake Arlington Raw Water Pump Station Shared Operations Improvements | Trinity River Authority (TRA) | Senior Advisor (Hydraulic Modeling)** | Jessica advised the hydraulic modeling and surge modeling teams from the alternative analysis through final design for a shared raw water pump station that would serve two WTPs. FNI's hydraulic modeling team analyzed seasonal demands and head requirements for both utilities to determine needs through 2041 and modeled a number of alternatives, including separate versus combined pumping, system curves for different operating conditions and projected energy costs. The surge modeling team, *led by Tom Hill*, ran transient simulations for power failures, system start-up and valve closures.

**Bois d'Arc Lake Water Supply Program | NTMWD | Senior Advisor (Hydraulic Modeling)** | FNI conducted hydraulic modeling of alternatives for delivery of treated water into the north and east systems and system curves for the phasing of the WTP and HSPS from 70 MGD to 280 MGD that were used to evaluate alternatives including pump type/configuration, preliminary equipment selections and phasing alternatives. The modeling team also conducted surge analysis of the 84-inch pipeline from the Leonard HSPS to each of the customers for 2025 and 2040 operating conditions using Hammer to confirm locations and sizing of air valves and timing of pump discharge valves opening/closing, along with delivery valves at the Redbud Pump Station.

**Hydraulic Modeling and Water Quality Modeling | City of Lubbock, TX | Senior Advisor** | Jessica advised the modeling team on multiple design projects for the city and the water master plan, including the addition of the 30-/36-inch Bailey County raw water transmission line that spanned 10+ miles and brought additional supply to two pump stations, the new 50-MGD Pump Station 16, redesign of the 20-MGD Pump Station 10 and addition of five 2-MG elevated storage tanks (ESTs). The modeling team evaluated the impact of pipeline sizing and alignments, developed system curves, modeled fill/drain rates for ESTs and evaluated the need for additional transmission capacity and pipeline connections. As part of the water master plan, the modeling team conducted source blending, water age and chlorine residual modeling.



## Carleton Sherrer, PE, CDT, Assoc. DBIA | SME: Pipeline Design (≥36")

Carleton Sherrer is an FNI Vice President/Principal and Senior Technical Expert for large diameter conveyance and transmission projects. To date, he has served as Senior Advisor/SME, Project Manager/Engineer-of-Record for more than 1 million LF of pipeline design and construction projects totaling more than \$590 million. His experience includes engineering studies, permitting, design, construction and project management for large diameter pipelines including steel, concrete-cylinder, ductile iron, high-density polyethylene, and PVC pipe using traditional D-B-B, FP-D-B, P-D-B and CMAR project delivery methods.

### Experience

26 years

### Education

MBA, Texas Christian University

BS, Civil Engineering, Texas A&M University

### Registration

Professional Engineer, Florida #87747

Construction Document Technologist

Associate Design-Build Professional, DBIA #AS-2854

### Office Location

Atlanta, Georgia

### Key Qualifications

- » Extensive pipeline design experience for urban, cross-country, and plant piping up to 102 inches in diameter
- » Documented experience in CMAR, D-B, P-D-B and traditional project delivery
- » Unique blend of design and construction management experience to marry technical pipe/trench design elements to overall constructability and cost optimization

### Relevant Project Experience

**Pre-Stressed Pipe Replacement Program, On-Call Contract | Cobb County Marietta Water Authority, GA | Senior Advisor; Pipeline SME |** As part of CCMWA's Pre-Stressed Pipe Replacement Program, FNI has been retained to provide various engineering services. Carleton has served as an SME and Senior Advisor on the following contracts:

- West Side Loop, Section 2
- Mars Hill Church Road to Pine Mountain 36-inch Pipeline Replacements
- Blackjack Mountain 36-inch Pipeline Replacement
- Factory Shoals and Six Flags

**Southwest Connector, 54-inch Water Main, Phase I\* | Cobb County - Marietta Water Authority, GA | Project Manager/Construction Manager |** Design of 32,000 LF of 54-inch potable water transmission main located within a heavily developed corridor, which required phasing and accelerated completion schedules. The proposed alignment is within the pavement of two heavily traveled roads, which required coordination with other utilities and construction staging/site management. The project also required coordination with Cobb County Commissioners' office, Cobb County DOT, Cobb County Water System, the City of Marietta, and other government agencies. Services included alignment selection, survey and easements, environmental investigations and permitting, development plans and specifications for bidding, and services during construction.

**Lake Tawakoni Water Supply Project | NTMWD | Lead Engineer |** FNI completed the \$90 million, fast-track project that included a 75-MGD lake pump station, 10 miles of 60-inch pipeline, 75-MGD intermediate pump station and 20 miles of 54-inch pipeline. Additional work included a route study, future WTP and pump station site selection, power supply options, hydraulic analysis, and tunnel crossings of TxDOT roads and large utilities. FNI provided CM and resident representation for the six construction contracts.

\*Experience prior to joining FNI



## Rusty Gibson | SME: Pump Station Design (≥10 MGD)

Rusty Gibson is an FNI Vice President/Principal and the firm's Transmission and Utilities Practice Leader. He is one of the highly qualified and respected pipeline engineers and water transmission system design project managers in the U.S. with a resume that includes more than 600 miles of pipeline, 44 pump stations, 17 storage tanks, 15 intakes and three storage reservoirs. Rusty is a problem-solver who helps provide owners and their customers a safe water supply through reliable and resilient water infrastructure. He enables owners to manage their assets, developing "smarter" systems that accomplish multiple objectives, working closely with them to create more efficient operations and maintenance programs, as well as more sustainable, easier-to-build facilities.

### Experience

40 years

### Education

BS, Civil Engineering,  
Texas A&M University

### Office Location

Fort Worth, Texas

### Key Qualifications

- » FNI's Transmission and Utilities Group Manager
- » Brings extensive project design experience, including more than 30 pump station projects

### Relevant Project Experience

**Mary Rhodes Phase 2 Water Transmission System (booster and raw water pump stations) | City of Corpus Christi, TX | Senior Advisor/Quality Control**

**Main Stem Trinity River Pump Station and Raw Water Pipeline | NTMWD | Senior Advisor/Quality Control**

**170-MGD Lake Arlington Raw Water Pump Station | TRA | Project Engineer**

**160-MGD Booster Pump Station | West Harris County Regional Water Authority | Project Engineer**

**50-MGD Spence Intake Pump Station | Colorado River Municipal Water District | Senior Advisor**

**Eagle Mountain Connection (230-MGD pump station) | Tarrant Regional Water District | Project Manager**

**30-MGD Lake Ray Roberts High-Service Pump Station | City of Denton, TX | Project Manager**

**55-MGD Granger Lake Raw Water Pump Station and Transmission Line | Brazos River Authority | Senior Advisor/Quality Control**

**150-MGD High-Service Pump Station 3-1 Design and Expansions | NTMWD | Senior Advisor/Quality Control**

**John Williams Water Supply Project (two 65-MGD pump stations) | Canadian River Municipal Water Authority | Project Manager**

**130-MGD Frisco/McKinney Pump Station and Tanks | NTMWD | Senior Advisor/Quality Control**

**126-MGD Lake Conroe Raw Water Intake and Pump Station | SJRA | Senior Advisor/Quality Control**

**156-Mile O.H. Ivie Water Transmission Project (seven pump stations) | Colorado River Municipal Water District | Project Manager**

**Lake Thomas Pump Station Rehabilitation (two new pump stations; one rehabilitation) | Colorado River Municipal Water District | Senior Advisor/Quality Control**



## Jeff Hensley, PE | SME: Electrical, Instrumentation, and Controls

Jeff Hensley is an FNI Vice President/Principal and the firm's Electrical Lead Technical Professional for the past 22 years. He brings extensive project experience in electrical design, instrumentation and controls and SCADA design for water/wastewater projects. His project experience includes electrical and instrumentation design, motor starting and short-circuit analysis, value engineering, shop drawing review, inspections, start-up testing, witness testing, preliminary design, scope development and preparation of specifications for major electrical and instrumentation equipment.

### Experience

31 years

### Education

BS, Electrical Engineering,  
Kansas State University

### Registrations

Professional Engineer,  
Florida #75066

### Office Location

Fort Worth, Texas

### Key Qualifications

- » FNI's Electrical Lead Technical Professional with firm for 22 years
- » Brings extensive project experience in electrical design for power systems, both low and medium voltage, instrumentation and controls and SCADA design for water/wastewater projects.
- » Experience will benefit each project through all phases, from conceptual design all the way through construction, including start-up and commissioning.

### Relevant Project Experience

**Leonard Water Treatment Plant High Service Pump Station | NTMWD | Electrical Engineer |** FNI designed a \$65 million 330-MGD treated water HSPS to serve a new WTP on the BDL site. The HSPS is designed for up to 18 horizontal, split-case pumps set approximately 30 feet below grade in two separate buildings ranging in size from 25 to 45 MGD at up to 4,500 horsepower.

**Lake Ray Roberts 20-MGD Water Treatment Plant | City of Denton, TX | Electrical Engineer |** Jeff provided design and construction management services for the \$15 million project that included a 7-mile, 54-inch treated water pipeline, 50-MGD high-service pump station and 6-MGD storage tank. Jeff was responsible for the design of the 4160V main-tie-main switchgear, 1250-HP reduced voltage soft-starters, 480V switchgear/motor control center lineup for the pump station's 500-HP motors; design of the controls for the pump motor starters and variable frequency drives (VFDs); design of the instrumentation systems and preparation of the electrical; and instrumentation specifications.

**Fulton-Cobb Diversion Line/Pump Station | Fulton County, GA | Electrical Engineer |** Under a D-B contract, FNI provided design and construction phase services for a new 10-MGD in-line booster pump station with complex suction-side hydraulics along with approximately 32,000 LF of associated 24- and 30-inch force main pipeline. The project included value engineering and feasibility analysis, transient modeling and significant permitting and agency coordination with numerous federal, state, private and local entities.

**Lake Arlington Raw Water Pump Station Shared Operations Improvements | City of Arlington/TRA | Electrical Engineer |** FNI is providing design and construction phase services to add six new pumps with VFDs, electrical and instrumentation improvements as well as relocating the TRA plant's electric generator. The City and TRA share operations of the pump station, which delivers water to both entities.



## James Naylor, PE, BCEE | SME: Water Treatment Plants/Process Control ( $\geq 10$ MGD)

As an FNI Vice President/Principal, James Naylor is FNI's Water Treatment Leader who has been able to leverage relationships and experience to assist clients with treatment and water quality challenges. His work includes planning, evaluation, design and construction management for conventional and membrane water treatment plants throughout the region.

### Experience

22 years

### Education

Master of Environmental Engineering, Texas Tech University

BS, Environmental Engineering, Texas Tech University

### Registration

Professional Engineer, Florida #89991

Board Certified Environmental Engineer, Water Supply and Wastewater #20-20009

### Office Location

Denton, Texas

### Key Qualifications

- » FNI Water Treatment Discipline Leader
- » Assists system owners with developing and managing processes and infrastructure to deliver quality water to their customers
- » Worked on 30+ WTPs, many involving multiple projects ranging from <1 MGD to 800 MGD

### Relevant Project Experience

#### Plate Settler Design, Bidding and Construction Phase Services | Cherokee County Water and Sewerage Authority, GA | Senior Advisor

Based on the Tube Settler Alternatives Evaluation performed by FNI at the Etowah River WTP and recommendations provided, the Cherokee Water and Sewerage Authority decided to proceed with the installation of plate settlers to replace the existing tube settlers. FNI is providing design, bidding and construction phase services for the construction of new plate settlers.

#### Auger Water Treatment Plant Expansion to 12 MGD | City of Midlothian, TX | Project Manager

The City of Midlothian experienced rapid growth in its residential, commercial and industrial water demands, resulting in a need to expand the Auger WTP. FNI designed improvements and additional facilities to expand the capacity of the Auger WTP from 8 MGD to 12 MGD.

#### Auger Water Treatment Plant Expansion to 24 MGD | City of Midlothian, TX | Project Manager

Due to the ongoing population growth within Midlothian, the City of Midlothian retained FNI to address the increasing water demands. FNI began designing the WTP expansion from 12 MGD to 24 MGD shortly after construction of the expansion to 12 MGD. In addition to the necessary expansion improvements, FNI identified improvements to the existing membrane clean-in-place system to improve overall system performance and reduce membrane cleaning durations.

#### Lake Ray Roberts Water Treatment Plant Original Design/ Construction and Upgrades | City of Denton, TX | Project Manager/ Project Engineer

Upon completion of the FNI-led condition and criticality assessment at the 20 MGD Ray Roberts WTP, the City of Denton retained FNI to provide design services to improve the condition, reliability and resiliency of a majority of the processes at the plant. FNI completed a condition assessment of the above-ground facilities at the LRRWTP to identify the condition of existing plant assets and conduct a risk-based assessment to prioritize needed repairs, rehabilitation and replacement of assets. FNI is currently providing design services for improvements at every treatment process and structure, assisting with an uprating study of the existing plant to expand overall service life, and is providing design services to convert the disinfection processes from bulk chlorine gas and anhydrous ammonia.

# OWNER'S AGENT ORGANIZATIONAL CHART



**FNI Leadership**

- Principal-in-Charge**
  - ① Brian Coltharp, PE
- Quality Assurance Lead**
  - Tricia Hatley, PE

**Quality Control**  
Multiple Senior QC staff members can be assigned per discipline

**Project Managers**

- ① Thomas Cross, PE, DBIA
- ① Tony Pevec, PE, BCEE, Assoc. DBIA
- ① Adriell Shrikissoon, PE, Assoc. DBIA

**Document Controls/Procurement Support**

- ① Samantha Tedrow

**Project Delivery Experts**

- ★ Douglas 'Doug' Herbst, DBIA
- ★ Leofwin Clark

**Construction Engineering and Inspection**

- Lead Construction Manager**
  - ★ ① Greg Geller, PE
- Key Construction Inspectors**
  - ★ ① Chris Mann, CMIT
- ★ ① Russell Gates

To view expanded CEI team, see Criteria 3 Organizational Chart on page 29

★ Indicates key personnel (resume included)  
① Indicates local Florida personnel

**Program Controls**

- Manager**
  - Jeff Hammond, PE, CEM
- Earned Value Management**
  - Derek Gianan, PMP, PMI-SP
- Scheduling**
  - Thedi Mitchell
- Project Management Information System**
  - Morgan McIlwain, PE
- Cost Estimating**
  - John Rinacke, CMIT

**Additional Subject Matter Experts and Technical Support**

- Communications and Relations**
  - ① Jewel Le Blanc
- Contract Documents**
  - Coy Veach, PE, CCM
- Trenchless Construction**
  - Brian Glynn, PE
- Procurement and Bidding**
  - ① Julia Roach, EIT
- Funding**
  - Mark Evans
- Hydraulic Structures**
  - Steve McCaskie, PE, GE
- Climate Resiliency**
  - ① Craig Wells, PE, ENV SP
- Start-Up and Commissioning**
  - Winston Silvia, DBIA
- Wetlands**
  - Michael Votaw, PWS, CWB
- Stormwater/Drainage**
  - ★ ① Curtis Burkett, PE, LEED AP
- Permitting/Regulatory**
  - Allen Barnes
- Water Quality**
  - Katie Leatherwood, PG
- GIS**
  - ① Robert Thompson
- AutoCAD Drafting**
  - ① Justin Riddle
- Safety**
  - Jeff Kirkwood

**Subconsultant Support, As Needed**

- Geotechnical Engineering**
  - Tierra, Inc.
- Environmental**
  - Earth Resources, Inc.
- Communications and Relations**
  - The Valerin Group, Inc.
- Land Acquisition**
  - American Acquisition Group
- Surveying**
  - Hyatt Survey Services, Inc.
  - Suncoast Land Surveying
- Groundwater/Hydrogeology**
  - ASRus, LLC\*

\*ASRus has an existing contract with the Authority. Our intent for including them as a subconsultant is to communicate our deep, professional relationship with Mark McNeal and his team.

Owner's Agent Team		
Personnel	Yrs' Experience	Key Qualification
★ ① Trooper Smith	22	20+ yrs' PM and CM/CEI experience
★ ① Curtis Burkett	37	30+ yrs' PM and CM/CEI experience
① Brian Coltharp	30	President/CEO
Tricia Hatley	31	Executive VP Operations/Principal
★ Doug Herbst	45	DBIA Certification Board Chairman
★ Leofwin Clark	30	WCDA Preferred Consultant
★ ① Greg Geller	22	20+ yrs' experience with large complex W/WW projects
★ ① Russell Gates	34	Inspected \$1.6 billion+ in construction
★ ① Chris Mann	10	Unique experience with both material testing and CM
★ Jessica Brown	25	25+ yrs' WaterGEMS experience
★ Carleton Sherrer	26	25+ years of large diameter pipeline experience
★ Rusty Gibson	40	Transmission/Utilities Group Leader
★ Jeff Hensley	31	Electrical Discipline Leader
★ James Naylor	21	Water Treatment Discipline Leader
Thomas Hill	44	40+ yrs' surge analysis experience
① Thomas Cross	28	Regional Leader in Alt. Project Delivery
Sam Meisner	21	Premiere pump station engineer
① Vinod Trehan	27	25+ yrs' electrical/I&C experience
① Viraj deSilva	29	Senior Treatment Process Leader; National PFAS Expert
① Tony Pevec	22	Local Senior PM
① Adriell Shrikissoon	13	Local PM
① Samantha Tedrow	16	FNI Florida Document Controls/Admin. Lead
① Jewel Le Blanc	4	Local Communications/PR Expert
① Julia Roach	2	Local Procurement/Bidding Resource
① Craig Wells	29	Local Climate Resiliency Expert
Coy Veach	45	20+ year-EJCDC Active Member/Voting Delegate
Mark Evans	22	\$300 million in successful funding sourcing
Winston Silvia	46	40+ yrs' experience with W/WW facilities for a major river authority
Allen Barnes	31	Prior U.S. EPA Region IV Chief of staff
① Robert Thompson	15	Local, FNI's Corporate GIS Expert
① Justin Riddle	10	Local CAD/BIM Expert
Brian Glynn	16	Tunneling/trenchless expert; Tunnel design and construction experience
Steve McCaskie, PE, GE	44	40+ yrs' experience; Dams/Reservoir Expert
Michael Votaw	20	Implemented one of the largest stream/wetland mitigation projects in the U.S.
Katie Leatherwood, PG	15	Water Quality Team Leader; NPDES permitting and development of pre-treatment programs
Jeff Kirkwood	21	20+ yrs' safety/risk management experience
Jeff Hammond	28	Deputy PgM on \$447 million Sister Grove Program
Derek Gianan	14	PMI Certified Project Management Professional
Thedi Mitchell	24	25+ yrs' Owner's Representative experience
Morgan McIlwain	16	Recognized leader in PMIS
John Rinacke	5	Lead Cost Estimator; 100+ cost estimates in past 12 months

FNI employs 1,000+ professionals who may provide additional subject matter expertise and technical support, as needed. The team shown above represents only a partial listing of available resources for use by the Authority.

# REFERENCE PROJECTS



## Lake Arlington Raw Water Pump Station Shared Operations Improvements | City of Arlington/ Trinity River Authority

FNI provided design and construction phase services to add six new pumps with VFDs, electrical and instrumentation improvements, as well as relocating the TRA plant’s electric generator and programmable logic controllers. *Specifically, the FNI team conducted a hydraulics assessment to establish hydraulic characteristics and pumping requirements for both raw water transmission systems as well as for a combined system approach.* The team analyzed historical seasonal data and projected demands to develop flow ranges for each utility. The system hydraulics were then used to develop various pumping configuration alternatives with preliminary pump selections and operating strategies based on the flow ranges of 12- to 87-MGD for TRA, and 15- to 75-MGD for Arlington Water Utilities.

FNI developed system curves for four scenarios that included separate versus combined operations and with/without TRA’s raw water low service booster station for evaluation of pump selections to serve the range of flows and heads via constant speed or VFD pumps. FNI also conducted hydraulic modeling to simulate the operation of each pumping alternative for current and 2041 demand conditions over a one-year period to determine the power cost and assess operating characteristics. This analysis allowed the design team to include these costs, along with the capital and operating costs into the evaluation.

A pump startup scenario was modeled to determine if unacceptable maximum pressures occur while bringing the pumps online. The hydraulic model was expanded to include combination air valves on the pumps, discharge piping and transmission lines as required for surge modeling. The team evaluated the need for upsizing existing valves and need for additional valves, which resulted in eight valves in the pump station needing to be upsized and two new valves added at high points to eliminate a region of unacceptable vacuum pressure in the discharge pipeline.

**Location**  
Arlington, TX

**Schedule**  
2018 - 2021

**Subject Matter**  
Hydraulic Modeling and Surge Analysis

- Key Staff Involved**
- » Jessica Brown | Senior Advisor (Hydraulic Modeling)
  - » Rusty Gibson | Project Engineer
  - » Jeff Hensley | Electrical Engineer
  - » James Naylor | Project Engineer

- Additional Staff**
- » Thomas Hill (FNI’s Surge Analysis Expert)





## West Side Loop, Section 2 | Cobb County-Marietta Water Authority (CCMWA)

FNI provided design and construction management services for the replacement of approximately 20,500 LF of 36-inch PCCP water line with 36-inch DIP for CCMWA. The existing water main was within existing Cobb County DOT ROW, including sections under the pavement, for its full length. The corridor is developed, with residential and commercial development as well as several schools and churches.

The design was completed in phases, including preliminary engineering, base mapping and final design engineering with an in-service date of June 2021. This report provided an evaluation of corridor and alignment alternatives reviewed in the preliminary engineering phase and recommended an alignment for base mapping and final engineering. Base mapping (full survey, subsurface utility engineering, environmental and cultural resources surveys) were provided upon approval of an alignment by CCMWA.

FNI initiated utility designation early in the project to allow for a specific alignment to be selected that minimized utility conflicts and the need for costly relocations due to the density of existing utilities in the project corridor. Base mapping of the project included property and topographic survey, tying utilities and other features, and cultural resources and environmental surveys. Final design included a geotechnical investigation, corrosivity study and complete bid documents including detailed plan and profile drawings of the proposed water main. **Construction phase services included construction administration and full-time resident representation, including oversight of up to five construction crews at a time, for the 30-month construction duration.**

**Location**  
Mableton, GA

**Schedule**  
2019 - 2021

**Subject Matter**  
Pipeline Design  
(≥36-inch)

**Key Staff Involved**

- » Trooper Smith |  
Senior Advisor
- » Carleton Sherrer |  
Project Manager
- » Rusty Gibson |  
Quality Control

**Additional Staff**

- » Justin Riddle



## Blackjack Mountain 36-inch Pipeline Replacement | Cobb County-Marietta Water Authority

CCMWA is replacing approximately 32,000 LF of 30- and 36-inch PCCP water line with 36-inch DIP in northern Cobb County. Based on existing as-built data provided by CCMWA, the existing PCCP was installed between 1952 and 1953 and was in need of replacement to avoid failure.

Preliminary engineering included extensive evaluation of encroachments into the existing easements, conflict mitigation, land/homeowner coordination, and coordination of easement swaps to improve accessibility and reduce homeowner impacts. Full base mapping and environmental, geotechnical and corrosion studies were also completed. To better optimize the alignment during design, a detailed field walk of the alignment was conducted with CCMWA staff during the design phase. During the field walk, the team evaluated easement encroachments, topography, utility conflicts and more. By identifying issues early during design, the team was able to prioritize permitting entities to coordinate with in order to expedite the critical path items for the project schedule. Permitting and local agency coordination included:

- Cobb County Land Disturbance Permit
- Georgia Power Encroachment Permit
- Georgia Department of Transportation (DOT) Utility and Right-of-Way Coordination Permit
- USACE Nationwide Permits
- City of Marietta and Cobb County DOT

***The project was bid in May 2020 with FNI providing construction administration and full-time resident project representation for the 30- to 36-month construction duration. The contractor requested the use of multiple crews to expedite the construction schedule and FNI was able to accommodate by providing a second full-time representative to help oversee the multiple production crews onsite.***

### Location

Marietta, GA

### Schedule

2019 - Ongoing

### Subject Matter

Pipeline Design  
(≥36-inch)

### Key Staff Involved

- » Trooper Smith |  
Quality Control
- » Carleton Sherrer |  
Senior Advisor
- » Rusty Gibson |  
Quality Control

### Additional Staff

- » Wil Caldwell



## Leonard Water Treatment Plant High Service Pump Station | North Texas Municipal Water District

FNI provided a full range of multidiscipline design services and construction management/program management services for a \$65 million 330-MGD treated water HSPS to serve the new WTP on the BDL site. The HSPS will be implemented in phases, in line with the initial capacity and expansions at the new WTP.

The HSPS is designed for up to 18 horizontal, split-case pumps set approximately 30 feet below grade in two separate buildings ranging in size from 25 to 45 MGD at up to 4,500 hp. FNI designed the pumps with adjustable frequency drives to provide a range of flows. The facility includes coordination with plant structures and underground infrastructure, 96-inch suction header, 84-inch discharge header, structural and architectural design for the building and associated structures, HVAC, power supply and electrical, instrumentation and controls system design.

During conceptual development, FNI first evaluated multiple site location possibilities, building arrangement alternatives and access plans for the HSPS in coordination with the new Leonard WTP. Evaluation criteria reflected reliability, energy use, capital cost and how best to integrate this supply with the NTMWD's existing water transmission system.

The HSPS consists of the pump station vault located below grade and servicing electrical building located on the vault roof slab which is at or near grade. The HSPS vault consists of a reinforced concrete structure buried in the ground extending approximately one foot above grade. The electrical building is located on the vault roof slab and consists of precast concrete load bearing wall panels supporting roof framing. Interior columns support the electrical building roof. A bridge crane moves pumps, motors, valves and other equipment to a staging area on the vault bottom slab when necessary for installation and maintenance. Equipment pads support pumps, transformers, electrical gear and HVAC equipment. Additionally, FNI designed a secondary containment curb around the transformers.

### Location

Leonard, TX

### Schedule

2018 - Ongoing

### Subject Matter

Pump Station Design (≥10 MGD)

### Key Staff Involved

- » Trooper Smith | *Quality Control*
- » Carleton Sherrer | *Project Manager / Engineer of Record*
- » Rusty Gibson | *Senior Advisor*
- » Jeff Hensley | *Electrical Engineer*

### Additional Staff

- » Adam Payne
- » Brian Coltharp
- » Justin Riddle
- » Sam Meisner
- » Thomas Hill (FNI's Surge Analysis Expert)



## Chapman Lake Pump Station Electrical Improvements | North Texas Municipal Water District

The scope of work for improvements to NTMWD's Chapman Lake Pump Station included replacing the 4,160 V main-tie-main metal-clad switchgear and two 5,000-HP soft-starters. A new electrical building to house the new 5,000-HP soft starters and associated power factor correction capacitors was added.

The new electrical building was oversized to accommodate the installation of future 5,000 HP VFDs. New 4160V feeders from the adjacent utility-owned 138kV-4,160V substation were installed as part of the project as well. The project also involved upgrading the pump station's existing SCADA system. The SCADA upgrades included Modicon PLC, local HMI and UPS. New security access control and video surveillance cameras were added to the existing pump station building and new electrical building. New instrumentation, such as pressure transmitters, cooling water system for the 5,000-HP pump motors and automatic lube oil system for the 5,000-HP pumps, were also included in the design.

The project involved close coordination with NTMWD since the pump station was one of their main raw water sources. A week-long shutdown was required to demolish the existing 4,160V switchgear and install the new 4,160V feeders to the utility-owned substation.

One smaller 1,750-HP pump had to remain operational at all times. Portable diesel driven generators were brought in to power the 1,750-HP pump. The project included witness testing of the 5,000-HP soft-starters. FNI was also responsible for field start-up and commissioning of the PLC, 4,160V switchgear and 5,000-HP soft-starters.

**Location**  
Wylie, TX

**Schedule**  
2014 - 2019

**Subject Matter**  
Electrical,  
Instrumentation, and  
Controls

**Key Staff Involved**  
» Jeff Hensley |  
*Project Manager*

**Additional Staff**  
» Brian Coltharp  
» Sam Meisner



## Lake Ray Roberts Water Treatment Plant Original Design/Construction and Upgrades | City of Denton

The new treatment plant was successfully designed and constructed in the 2000s, and since then FNI has been retained on multiple contracts to help the City of Denton with plant upgrades. Based on the outcome of FNI's condition and criticality assessment, the City retained FNI to provide design services for improvements at every treatment process and structure.

- **Sedimentation Basin:** Rehabilitation of the chain-and-flight sludge collector systems to improve process reliability and replacement of mud valves within the basin.
- **Ozone Contractors (Pre and Intermediate):** Replacement of drain valves and improvements to the ozone destruct units to improve reliability.
- **Filters:** Replacement of the valves for the existing eight filters (40 valves and actuators) to resolve leaking valves and actuator communication concerns. New programmable logic controllers (PLCs) were added to improve the control and communication.
- **Wastewater Reclamation Basin:** Replacement of two vertical turbine pumps with submersible centrifugal pumps and the addition of a third pump to improve operational flexibility.
- **Civil and Yard Piping Improvements:** Replacement of valves through the site to resolve failed seats and addition of manholes for valve and line maintenance access.
- **Replacement of Starters:** Replacement of two existing 4160-volt 1000-horsepower starters with VFD to provide operational flexibility.
- **Disinfection Conversion:** Converting disinfection processes from bulk chlorine gas and anhydrous ammonia.
- **Capacity Upgrading:** FNI provided assistance for an upgrading study of the existing plant to expand overall capacity of the existing facilities.
- **Sludge Evaluation:** FNI conducted an evaluation of sludge handling options to assist the City with near-term needs and plan for a long-term solution.

### Location

Aubrey, TX

### Schedule

2000 - Ongoing

### Subject Matter

WTPs/Process Control  
(≥10 MGD)

### Key Staff Involved

- » Trooper Smith |  
*Transfer Pump  
Station Designer/  
Overall Quality  
Control*
- » Rusty Gibson |  
*Senior Advisor*
- » Jeff Hensley |  
*Electrical Engineer*
- » James Naylor |  
*Project Manager/  
Project Engineer*

### Additional Staff

- » Brian Coltharp
- » Coy Veach
- » Larry Eckersley
- » Vinod Trehan



# Criteria 5 and 6

## KEY STAFF CHART



# KEY STAFF CHART

Key Staff	Role on Agent's Team	Years of Exp	Assigned Office	Program Manager Reference Projects			Project Delivery Reference Projects				CEI Reference Projects				Technical Services Reference Projects						
				Program Management Services   NBU	Bois d'Arc Lake Program Management Services   NTMWD	CIP Program Management   City of McKinney, TX	CIP and R&R Projects   City of Daytona Beach	LPGA Boulevard Force Main   City of Daytona Beach   D-B-B	South County Potable Water Transmission Main   Hillsborough County   P-D-B	Fulton-Cobb Diversion Line/Pump Station   Fulton County   FP-D-B	Sabine River Pump Station, Phase 2: Pipeline and Canal Improvements   SRA   CMAR	Bois d'Arc Lake Construction Management and Inspection Services   NTMWD	Sabine River Pump Station and Pipeline, Phase 4: Construction Phase Services   SRA	"Lake Ralph Hall and Leon Hurse Dam   Upper Trinity Regional Water District"	Lake Texoma-to-Wylie WTP - North Transmission System and Plant Connection   NTMWD	Lake Arlington Raw Water Pump Station Shared Operations Improvements   City of Arlington/TRA	West Side Loop, Section 2   CCMWA	Blackjack Mountain 36-inch Pipeline Replacement   CCMWA	Leonard WTP High Service Pump Station   NTMWD	Chapman Lake Pump Station Electrical Improvements   NTMWD	Lake Ray Roberts WTP - Original Design/Construction and Upgrades   City of Denton, TX
Trooper Smith, PE, DBIA, ENV SP	Program Manager	22	Tampa, FL	X	X	X		X	X	X		X			X		X	X	X		X
Curtis Burkett, PE, LEED AP	Backup Program Manager	37	Palm Coast, FL				X	X	X												
Doug Herbst, DBIA	Project Delivery Expert I	45	Houston, TX		X			X	X	X	X	X									
Leofwin Clark	Project Delivery Expert II	30	Centennial, CO																		
Greg Geller, PE	Construction Manager	22	Tampa, FL								X										
Russel Gates	Inspector	34	North Texas*		X							X		X							
Chris Mann, CMIT	Inspector	10	Houston, TX*										X								
Rusty Gibson	Pump Station Designer	40	Fort Worth, TX		X	X		X	X	X	X	X			X	X	X	X	X		X
Jessica Brown, PE, IAM	Hydraulic Modeler	25	Fort Worth, TX			X			X							X					
Carleton Sherrer, PE, CDT, Assoc. DBIA	Pipeline Designer	26	Atlanta, GA		X	X		X	X	X		X				X	X	X			
Jeff Hensley, PE	EI&C Designer	31	Fort Worth, TX		X	X				X	X	X		X	X	X			X	X	X
James Naylor, PE, BCEE	Water Treatment Designer	22	Denton, TX		X							X				X					X
Other Florida Personnel (partial listing)																					
Brian Coltharp, PE	CEO/Principal-in-Charge	30	Tampa, FL/ Fort Worth, TX	X	X	X					X	X			X				X	X	X
Samantha Tedrow	Document Controls/Procurement Support	16	Tampa, FL					X	X												
Thomas Cross, PE, DBIA	Project Manager	28	Tampa, FL	X				X	X	X											
Tony Pevec, PE, BCEE, Assoc. DBIA	Project Manager	22	Tampa, FL					X	X												
Adriell Shrikissoon, PE, Assoc. DBIA	Project Manager	13	Tampa, FL					X													
Justin Riddle	AutoCAD Drafting	10	Tampa, FL		X			X	X	X		X				X		X			
Viraj deSilva, PhD, PE, BCEE	WTP Plant/Process Control Support	29	Tampa, FL					X	X												
Jewel Le Blanc	Communication and Relations	4	Tampa, FL					X	X												
Julia Roach	Procurement and Bidding	2	Tampa, FL					X	X												
Craig Wells, PE, ENV SP	Climate Resiliency	29	Tampa, FL					X	X												
Thomas Hill, PE	Hydraulic Modeling/Surge Analysis	44	Pearland, TX		X				X			X				X		X			
Indicate (X) this row if the reference project was completed for the Authority																					

\*CM/Inspectors will be relocating to Tampa, FL office as construction commences



# Criteria 7, 8 and 9

## DISCLOSURES





# LITIGATION

FNI has been involved in the following litigation in the last three years:

1	Plaintiff filed personal injury lawsuit against municipal client and other entities involved in the construction of a project. FNI was a subconsultant and had a small role in project design and management. <b>FNI was dismissed from the suit.</b>
2	FNI is engaged in a lawsuit with a private entity client related to the design of wastewater handling facilities for their animal breeding and housing operation where FNI served as the design engineer. <b>FNI is working to resolve this ongoing litigation.</b>
3	Contractor filed suit against the project owner and FNI on a dam and spillway project claiming that it is owed for extra work and delays due to site conditions that allegedly differ from those identified in the contract documents. FNI was the design engineer on the project. <b>FNI is working to resolve this ongoing litigation.</b>

While FNI is not at liberty to disclose dollar amounts, we are not involved in any matter that would impact FNI’s ability to provide services to Peace River Manasota Regional Water Supply Authority once awarded the contract.

Furthermore, FNI is not, nor ever been, a party to or directly or indirectly involved in any litigation that is against the Authority or any of its Customers.

# OTHER REPRESENTATION

FNI has not previously represented, nor we do currently represent, Charlotte, DeSoto, Manatee or Sarasota Counties, and/or the City of North Port, in any capacity.

# BANKRUPTCY

FNI is a \$240-million company with 29 offices in nine states. The firm has remained in continuous operation since its founding in 1894 by maintaining financial stability through scrupulous accounting methods and conservative budgeting. FNI billings have grown consistently during the last 15 years, illustrating our stability and strong financial performance.

FNI does not maintain significant debt and the average debt-to-equity ratio over the last five years is less than 2 percent. Additionally, FNI maintains a line of credit that is rarely utilized.

FNI’s financial stability has sustained the firm through various economic cycles that have occurred in the past century. This stability is passed on to our clients through the confidence in knowing that we have and can sustain our quality services during unpredictable economic times. The firm has no conditions, such as bankruptcy, pending merger, pending litigation or planning office closures, that would impede FNI’s ability to complete its client obligations.

# CONFLICT OF INTEREST

FNI has no conflict of interest with regard to the Authority. There are no FNI officers, directors or agents who are also employees of the Authority, and there are not any employees of the Authority who own, directly or indirectly, an interest in the FNI’s firm or any of its subsidiaries. If a conflict arises during the course of providing services, we will notify the Authority of a possible conflict and work with staff to develop an appropriate solution.



# Criteria 10

## ADDITIONAL REQUIRED FORMS



# REFERENCES

## Criteria 1 References

<b>Agent Name:</b>	Freese and Nichols, Inc.
<b>Reference Entity:</b>	Tarrant Regional Water District
<b>Reference Contact Person:</b>	Eddie Weaver   IPL Director
<b>Reference Address:</b>	804 East Northside Drive, Fort Worth, TX 76109
<b>Reference Email Address:</b>	ed.weaver@trwd.com
<b>Reference Phone No.:</b>	817-988-5743
<b>Reference Project Name:</b>	Integrated Pipeline (IPL) Program Management
<b>Project Location:</b>	North Central Texas
<b>Agent Project Manager:</b>	Coy Veach, PE, CCM
<b>Contract Amount:</b>	\$18 million
<b>Date Project Commenced:</b>	April 2014
<b>Date of Final Completion:</b>	December 2019

**Description of Work Performed:**

TRWD and City of Dallas Water Utilities partnered to finance, plan, design, construct and operate the IPL, an integrated water delivery transmission system connecting Lake Palestine, Cedar Creek Reservoir and Richland Chambers Reservoir to Lake Benbrook by integrating TRWD’s existing pipelines and creating flexibility in delivery, as well as quick response to fluctuating customer water demands. The project consists of nearly 150 miles of pipeline, three lake pump stations and three booster pump stations, three pressure-reducing valve stations, a chemical pre-treatment system, storage reservoirs, high voltage substations and communications systems designed to deliver 347 MGD of raw water to North Central Texas.



Integrated with Owner staff, FNI provided Program and Construction Management services for the construction of the \$2.38 billion IPL. As part of FNI’s program team, we provided program set-up and planning, coordination and integration of existing projects/programs, standards development, risk identification and management, cost estimating, procurement of design consultants and construction Contractors, development and implementation of QA/QC plans, value engineering, project management of design/bidding/construction, contract administration, document control, financial control and project technical assistance.

<b>Agent Name:</b>	Freese and Nichols, Inc.
<b>Reference Entity:</b>	New Braunfels Utilities
<b>Reference Contact Person:</b>	Ian Taylor   Chief Executive Officer
<b>Reference Address:</b>	263 East Main Plaza, New Braunfels, TX 78130
<b>Reference Email Address:</b>	itaylor@nbutexas.com
<b>Reference Phone No.:</b>	830-629-8400
<b>Reference Project Name:</b>	Program Management Services
<b>Project Location:</b>	New Braunfels, Texas
<b>Agent Project Manager:</b>	Trooper Smith
<b>Contract Amount:</b>	\$2.4 million
<b>Date Project Commenced:</b>	2016
<b>Date of Final Completion:</b>	Ongoing (Est. 2026)

#### Description of Work Performed:

FNI began supporting NBU with the development and implementation of their CIP in 2016. *Trooper Smith worked with the NBU Water Systems Engineer, Ian Taylor (now the NBU CEO), on developing the initial Owner's Agent/FNI Staff Augmentation contract, staffing plan and initial program management processes.* Over the past six years, FNI has provided a wide range of services to help the utility plan and deliver capital improvement projects, including project planning and development, project prioritization, stakeholder coordination, program management and report, and construction management.

**Project Planning and Development:** FNI performed a water and wastewater master plan in 2016 and is currently updating the plan to include latest growth projections and needs. Planning included project identification, prioritization, cost estimating and development of project detail sheets.

**Project Prioritization:** For each budget cycle (2017–2022), FNI worked closely with NBU staff to identify priority projects based on various criteria including capacity, growth, condition and regulatory requirements. This included schematic level design, schedule development and more detailed cost estimating.

**Stakeholder Coordination:** Most of the projects have included close coordination with key stakeholders including City of New Braunfels, Comal County, TXDOT, the public and/or third-party utilities. As part of that effort, FNI worked with NBU and the Engineer-of-Record to coordinate these efforts across project lines.

**Program Management and Reporting:** FNI helped NBU move from planning and project development to actual implementation of the projects by program management and control services. This included the development of a Project Management Information System (PMIS) using SharePoint, Microsoft Excel, Microsoft Project, and PowerBI. The PMIS also includes a Web-Based Geographic Information System to display the location of each project in the program. The PMIS is used to both manage and report the program status to key stakeholders and the Board of Directors.

**Construction Management:** Given our knowledge of their utility system, local resources and our experience with alternative delivery, FNI provided construction management services for the utility on wide range or distribution, treatment, and storage projects that included traditional D-B-B and CMAR.

## Criteria 2 References

<b>Agent Name:</b>	Freese and Nichols, Inc.
<b>Reference Entity:</b>	NTMWD
<b>Reference Contact Person:</b>	Cesar Baptista, PE   Deputy Executive Director of Engineering and Planning
<b>Reference Address:</b>	501 East Brown Street, Wylie, Texas 75098
<b>Reference Email Address:</b>	cbaptista@ntmwd.com
<b>Reference Phone No.:</b>	972-442-5405
<b>Reference Project Name:</b>	BDL Program Management, Construction Management and Inspection
<b>Project Location:</b>	Fannin County, Texas
<b>Agent Project Manager:</b>	Adam Payne, PE
<b>Contract Amount:</b>	\$26.7 million
<b>Date Project Commenced:</b>	February 2014
<b>Date of Final Completion:</b>	Ongoing (estimated Q4 2022)

### Description of Work Performed:

FNI is managing the overall program for the BDL Water Supply Program – a new \$1.6 billion water supply system that will deliver 175,000 acre-feet of water per year to NTMWD customers. BDL will be the first major reservoir to be permitted and built in Texas in 30 years.

Since 2006, FNI has led a team to help NTMWD develop the project on an accelerated schedule to obtain necessary permits and concurrently design the dam, raw water pump station, terminal storage reservoir, treated water pipeline and mitigation areas totaling over 17,000 acres. Our team also partnered with Fannin County to develop zoning regulations around the future lakeshore.

Currently, FNI is providing program management and resident construction management and inspection services. The dam, reservoir, environmental mitigation, FM 897, Fannin County Road improvements and Leonard WTP are in the construction phase. ***Additionally, FNI developed the procurement strategy and RFQ and RFP procurement documents and managed the procurement of four CMAR procurements and one D-B-O procurement.***

FNI is augmenting NTMWD staff to manage construction for the multi-project program that includes a new dam and intake, reservoir clearing, raw water pump station, 210-MG raw storage reservoir, 17,000 acres of environmental mitigation, 70-MGD WTP, high-service pump station, 60 miles of raw and treated water pipelines, office facilities, recreational boat ramps and a maintenance building. FNI and its team members are providing construction management and inspection services for each project within the program. At the peak of construction, the Construction Management and Inspection team consisting of FNI, NTMWD and subconsultant team members will reach more than 44 personnel. Project construction phases are expected to run until late 2022.



<b>Agent Name:</b>	Freese and Nichols, Inc.
<b>Reference Entity:</b>	Angelina & Neches River Authority (ANRA)
<b>Reference Contact Person:</b>	Kelley Holcomb   General Manager
<b>Reference Address:</b>	2901 N. John Redditt Drive, Lufkin, Texas 75904
<b>Reference Email Address:</b>	kholcomb@anra.org
<b>Reference Phone No.:</b>	936-633-7543
<b>Reference Project Name:</b>	New Central Office Building and Laboratory Project - Owner Advisor Services
<b>Project Location:</b>	Lufkin, Texas
<b>Agent Project Manager:</b>	Doug Herbst, DBIA (Procurement Manager)
<b>Contract Amount:</b>	\$1.3 million
<b>Date Project Commenced:</b>	November 2017
<b>Date of Final Completion:</b>	May 2019

#### Description of Work Performed:

The project consisted of a new single story, 8,000-SF central office building to serve as ANRA's Central Office and house its environmental laboratory. The project consisted of site work to include clearing and grubbing, demolition and disposal of an existing concrete foundations and driveways, new street, driveways, parking for staff and visitors, secure parking for ANRA vehicles, small storage building and landscaping. The building program included a reception area, private offices, open office areas, conference/board room, storage/file room, restrooms, break room, and laboratory and work areas. ANRA's environmental laboratory is NELAP-accredited by the State of Texas. This reference was selected because of the depth and breadth of Owner Advisor services that FNI provided and a first time owner using collaborative project delivery. FNI's Owner Advisor services included:

- An Owner education workshop to discuss available project delivery options and assist in selecting the preferred delivery method (P-D-B)
- Assisting with meeting legal requirements prior to procurement initiation
- Developing a Request for Expression of Interest to determine local area interest in project and local area experience with D-B
- Working with ANRA staff and selection committee to develop the RFQ
- Developing a Statement of Interest and Qualification review forms and facilitating workshop for shortlist selection
- Working with ANRA staff and selection committee to develop the RFP
- Developing a proposal review forms and facilitating workshop for shortlist selection
- Developing an interview agenda and facilitating interviews with short-listed firms
- Assisting ANRA legal counsel with development of D-B Agreement and General Conditions using DBIA contract forms
- Attending Authority meetings to report project status and seek approvals
- Assisting in GMP development and refinement with co-location meetings with ANRA and design-builder to determine best value as to scope and quality for available funds
- Staying involved in project design, construction, and substantial and final completion to confirm ANRA's satisfaction and assisting with any issues that arose

## Criteria 3 References

<b>Agent Name:</b>	Freese and Nichols, Inc.
<b>Reference Entity:</b>	City of Corpus Christi, Texas
<b>Reference Contact Person:</b>	Dan Biles   County Administrator, Pasco County, Florida (formerly with the City of Corpus Christi)
<b>Reference Address:</b>	19420 Central Blvd, Land O' Lakes, Florida 34637
<b>Reference Email Address:</b>	dbiles@pascocountyfl.net
<b>Reference Phone No.:</b>	727-847-2411 x8115
<b>Reference Project Name:</b>	Mary Rhodes Phase 2 Pipeline and Pump Stations
<b>Project Location:</b>	Corpus Christi, Texas
<b>Agent Project Manager:</b>	Anne Hoskins, PE
<b>Contract Amount:</b>	\$16.04 million
<b>Date Project Commenced:</b>	May 2010
<b>Date of Final Completion:</b>	March 2017

### Description of Work Performed:

FNI provided preliminary design, final design and construction phase services, which consisted of 41 miles of 54-inch raw water pipeline, 6-MG ground storage tank, river intake pump station, sedimentation basin, and a booster pump station and tie-in to the existing 101-mile Mary Rhodes Phase 1 pipeline system.

**Construction Management:** FNI provided inspectors, construction management, start-up testing and operations training for the project.

During construction, FNI worked closely with stakeholders including the Natural Resources Conservation Service, Texas Commission on Environmental Quality, TWDB, USACE, Texas Department of Transportation (TxDOT, Lavaca-Navidad River Authority (LNRA), landowners, local government officials and the City of Corpus Christi. Progress was communicated to the City and LNRA through daily construction reports, progress photos and monthly reports.

FNI provided construction management and contract administration. During design, FNI provided constructability and cost estimating support to the design team. During the bid phase, we assisted in developing the bid documents and coordinated the entire bid process. During the construction phase, FNI supervised our CM activities and eight inspectors plus the construction materials testing staff.

The project was divided into two construction contracts. One project included a river intake structure, river intake pump station, two sedimentation basins and line pump station. The second project included 41 miles of 54-inch pipeline, 6-MG ground storage tank and tie-in piping to existing facilities.



<b>Agent Name:</b>	Freese and Nichols, Inc.
<b>Reference Entity:</b>	NTMWD
<b>Reference Contact Person:</b>	Greg Bradley, CPI   Construction Manager
<b>Reference Address:</b>	501 East Brown Street, Wylie, Texas 75098
<b>Reference Email Address:</b>	gbradley@ntmwd.com
<b>Reference Phone No.:</b>	972-442-5405
<b>Reference Project Name:</b>	BDL Program Management, Construction Management and Inspection
<b>Project Location:</b>	Fannin County, Texas
<b>Agent Project Manager:</b>	Adam Payne, PE
<b>Contract Amount:</b>	\$32.6 million
<b>Date Project Commenced:</b>	February 2014
<b>Date of Final Completion:</b>	Ongoing (estimated Q4 2022)

**Description of Work Performed:**

FNI is leading an integrated team and providing construction management and inspection services to support the delivery of all individual construction projects that comprise the BDL Water Supply Program. The overall program consists of four CMAR and one full service provider contractor, including the dam, terminal storage reservoir, all mitigation property, Leonard WTP, high-service pump station, raw water pump station, raw and treated water pipelines, boat ramps, FM 897 relocation and all Fannin County road improvements. Construction phases began in the second quarter of 2018 and are to be completed by the end of 2022.



FNI’s Construction Management team is managing all resident construction inspectors, field personnel, materials testing technicians and quality assurance personnel, with a team totaling more than 44 staff from seven firms, including FNI. These field staff provide construction oversight of each contractor to make certain the designer’s plans and specifications are being adhered to and the Contractor’s QC plans are followed.

By utilizing the program’s PMIS, construction management team and inspection staff, FNI was able to manage submittal workflows, provide daily documentation of construction progress and file key correspondence between the owner, contractor, engineer and regulatory agencies. The construction management team and inspection staff diligently check any change request against the contract requirements, dive into the schedule and cost analysis, and then provide a full report to the owner before moving into any negotiations (if warranted). This team of professionals is highly critical to the owner’s processing of TWDB funding. They assist with the board required documentation and board inspections of the project sites.



# SWORN STATEMENT PURSUANT TO SECTION 287.1339(3)(A), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

## 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 Trooper - Tarlton W. Smith II, PE, DBIA, ENV SP | Vice President/Principal  
(Print individual's name and title)

for Freese and Nichols, Inc.

(Print name of entity submitting sworn statement)

whose business address is 1000 North Ashley Drive, Suite 100, Tampa, Florida 33602

and (if applicable) its Federal Employer Identification Number (FEIN) is 75-1531935

(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)(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.

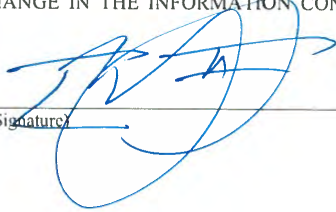
6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. **(Indicate which statement applies.)**

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) April 21, 2022  
\_\_\_\_\_  
(Date)

STATE OF Florida

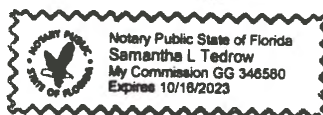
COUNTY OF Hillsborough

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this 21 day of April, 2022 by Trooper - Tarlton W. Smith as Vice President/Principal of Freese and Nichols, Inc., a Texas 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.

  
Notary Public  
Name (Printed) Samantha L. Tedrow

My commission expires 10/16/2023 (Commission #GG 346580)

(Printed typed or stamped Commissioned name of Notary Public)



# E-VERIFY REGISTRATION AND AFFIDAVIT

## E-Verify Registration and Affidavit

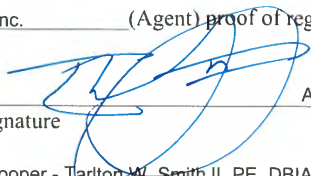
Section 448.095, Florida Statutes requires that Agent register with and use the U.S. Department of Homeland Security's E-Verify system, (<https://e-verify.uscis.gov/emp>) to verify the work authorization status of all Consultant/Contractor employees hired on and after January 1, 2021. Additionally, Agent shall require all subconsultants/contractors performing work under this Agreement to use the E-Verify system for any employees hired on and after January 1, 2021. Agent must provide evidence to the Authority of compliance with Section 448.095, Florida Statutes, prior to entering an Agreement with the Authority.

## Affidavit

I hereby certify that Freese and Nichols, Inc. (Agent) does not employ, contract with, or subcontract with any unauthorized aliens, and is otherwise in full compliance with Section 448.095, Florida Statutes.

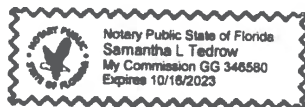
All employees hired on or after January 1, 2021, have had their work authorization status verified through the E-Verify system.

A true and correct copy of Freese and Nichols, Inc. (Agent) proof of registration in the E-Verify system is attached to this Affidavit.

  
Signature \_\_\_\_\_ Date April 21, 2022  
Trooper - Tarlton W. Smith II, PE, DBIA, ENV SP  
Print Name  
Vice President/Principal | Freese and Nichols, Inc.  
Title, Company name

STATE OF Florida  
COUNTY OF Hillsborough

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this 4/21/2022 (date) by Trooper - Tarlton W. Smith (name of officer or agent, title of officer or agent) of Freese and Nichols, Inc. (name of Agent company acknowledging), a Texas (state or place of incorporation) corporation, on behalf of the corporation. He/she is personally known to me or has produced \_\_\_\_\_ (type of identification) as identification.



  
Notary Public  
Samantha L. Tedrow  
Name typed, printed or stamped

My Commission Expires: 10/16/2023 (Commission #GG 346580)

# INSURANCE CERTIFICATE



FREEAND-02

KSUTTON

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
4/7/2022

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

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

<b>PRODUCER</b> Ames & Gough 8300 Greensboro Drive Suite 980 McLean, VA 22102	<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): (703) 827-2277      FAX (A/C, No): (703) 827-2279 E-MAIL ADDRESS: admin@amesgough.com	
	INSURER(S) AFFORDING COVERAGE      NAIC #	
<b>INSURED</b>  Freese and Nichols, Inc. 801 Cherry Street, Suite 300 Fort Worth, TX 76102	INSURER A : Hartford Underwriters Insurance Company A+ (XV) 30104	
	INSURER B : Twin City Fire Insurance Company A+ (XV) 29459	
	INSURER C : Hartford Casualty Insurance Company A+ (XV) 29424	
	INSURER D : Hartford Accident and Indemnity Company A+ (XV) 22357	
	INSURER E : Continental Casualty Company (CNA) A, XV 20443	
INSURER F : AIG Specialty Insurance Company A(XV) 26883		

**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"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> <b>Contractual Liab.</b>  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:			42UUNOL5238	10/23/2021	10/23/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPIOP AGG \$ 2,000,000
B	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			42UENOL5558	10/23/2021	10/23/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
C	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			42 HXU OL 5747	10/23/2021	10/23/2022	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000
D	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)    Y / N    N / A If yes, describe under DESCRIPTION OF OPERATIONS below			42WBOL6H3F	10/23/2021	10/23/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
E	<b>Professional Liab.</b>			AEH008214422	10/23/2021	10/23/2022	<b>Per Claim</b> 5,000,000
F	<b>Professional Liab.</b>			011819611	10/23/2021	10/23/2022	<b>Aggregate</b> 10,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
**PROFESSIONAL LIABILITY AGGREGATE LIMIT: \$10,000,000**

The Peace River Manasota Regional Water Supply Authority, its directors, officers, employees, representatives, agents, and volunteers are included as Additional Insured with respect to General Liability, Auto Liability, and Umbrella Liability when required by written contract. General Liability, Auto Liability and Umbrella Liability are primary and non-contributory over any existing insurance and limited to liability arising out of the operations of the named insured and when required by written contract. General Liability, Auto Liability, Umbrella Liability and Workers Compensation policies include a Waiver of Subrogation in favor of the Additional Insured where permissible by state law and when required by written contract. 30-day Notice of Cancellation will be issued for the SEE ATTACHED ACORD 101

<b>CERTIFICATE HOLDER</b>  The Peace River Manasota Regional Water Supply Authority Attn: Mike Coates, Executive Director 9415 Town Center Parkway Lakewood Ranch, FL 34202	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
--	--

ACORD 25 (2016/03)

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AGENCY CUSTOMER ID: FREEAND-02

KSUTTON

LOC #: 1

**ADDITIONAL REMARKS SCHEDULE**

Page 1 of 1

AGENCY <b>Ames &amp; Gough</b>		NAMED INSURED Freese and Nichols, Inc. 801 Cherry Street, Suite 2800 Fort Worth, TX 76102	
POLICY NUMBER <b>SEE PAGE 1</b>			
CARRIER <b>SEE PAGE 1</b>	NAIC CODE <b>SEE P 1</b>	EFFECTIVE DATE: <b>SEE PAGE 1</b>	

**ADDITIONAL REMARKS**

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

Description of Operations/Locations/Vehicles:  
General Liability, Auto Liability, Umbrella Liability, Workers Compensation and Professional Liability policies in accordance with policy terms and conditions. The General Liability policy does not contain an exclusion for Explosion, Collapse or Underground hazard.



## Mission

Innovative approaches ...  
Practical results ...  
Outstanding service

## Values



FREESE AND NICHOLS



1000 North Ashley Drive, Suite 100  
Tampa, FL 33602  
813-467-9180

# LEADS

## Vision

Be the firm of choice for  
clients and employees

- ▶ **L** LEARN CONTINUOUSLY
- ▶ **E** ENGAGE AS FAMILY
- ▶ **A** ACT WITH INTEGRITY
- ▶ **D** DELIVER QUALITY
- ▶ **S** SERVE ALWAYS

**TAB D**  
**Notice of Intended Decision**

**NOTICE OF INTENDED DECISION FOR AWARD OF CONTRACT –  
PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY  
PROFESSIONAL SERVICES: OWNER’S AGENT SERVICES**

**Recommended Action -**                      **Motion** to approve Professional Services Evaluation Committee recommendation and authorize the Executive Director to execute the contract for Professional Services to perform Owner’s Agent Services.

Proposals were requested from consultants for the purpose of providing ‘Owner’s Agent Services’ to perform program/project management, technical design reviews, procurement assistance, and construction, engineering & inspection (CEI) on a work order basis in accordance with the Authority’s Procurement Policy. Five (5) Proposals were timely received by the April 22, 2022 submittal deadline. The Proposals were evaluated by the Authority’s Professional Services Evaluation Committee (PSEC) on May 6, 2022 and in accordance with the Authority Procurement Policy, the PSEC short listed the top three (3) firms for interviews. The top three (3) firms presented to and were interviewed by the PSEC on May 16, 2022.

Staff recommends that the Executive Director approve the PSEC ranking and recommendation, and execute the contract for ‘Professional Services’ to be the Authority’s Owner’s Agent with Brown & Caldwell.

<b>Ranking</b>	<b>Firm</b>	<b>Office Location</b>
1	Brown & Caldwell	Sarasota, FL
2	Freese & Nichols, Inc.	Tampa, FL
3	Black & Veatch Corporation	Tampa, FL

Protests of this Notice of Intended Decision shall be in conformance with the Owners Procurement Policy which is available for review at [www.regionalwater.org](http://www.regionalwater.org) [on the procurement tab] and during business hours at the Peace River Regional Water Supply Authority, 9415 Town Center Parkway, Lakewood Ranch, Florida 34202.

**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.**

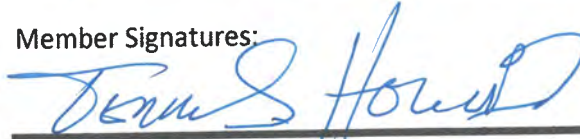
Posted: May 17, 2022



Peace River Manasota Regional Water Supply Authority  
 Owners Agent Services  
 PSEC Interviews: May 16, 2022 @ 10:00 am  
 9415 Town Center Parkway, Lakewood Ranch, FL 34202

	Holcomb	Anderson	Guida	Knowles	Final Ranking
Consultant	Rank 1 through 3 (1 is the highest)				
Black & Veatch	3	3	3	3	③
Brown & Caldwell	1	1	2	1	①
Freese and Nichols	2	2	1	2	②

Member Signatures:



Terri Holcomb, Director of Engineering



Richard Anderson, Director of Operations



Jim Guida, Director of Water Resources & Planning



Mike Knowles, Engineering Senior Manager

**PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY**  
**BOARD OF DIRECTORS MEETING**  
*June 1, 2022*

**REGULAR AGENDA**  
**ITEM 6**

**Staff Presentation on Progressive Design Build Process**

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**Presenter -** Mike Knowles, Engineering & Projects Sr. Manager

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

The Peace River Manasota Regional Water Supply Authority has executed Interlocal Agreements with Charlotte County and Sarasota County for the construction of the Regional Integrated Loop System Phase 2B and Phase 3C respectively. The Authority is to make all reasonable efforts to complete the 13-mile Phase 2B Project by March 1, 2026, and the 9-mile Phase 3C Project by March 1, 2025. Utilizing a Progressive Design Build (PDB) procurement process allows the contractor and the engineer to be brought on simultaneously as a Design-Build Team with the contract executed between the Authority and the contractor.

The Projects both have unique challenges that the PDB process can assist in addressing. The cost of pipeline materials is in a state of flux with the market experiencing escalation in pricing related to a multitude of circumstances. Having the contractor onboard at the start of the project will allow for more targeted purchase of the materials to take advantage of changing market conditions. The lead time for production and delivery 42-inch diameter pipe is also a challenge due to other large diameter pipeline projects commencing in neighboring counties at the same time as the Authority's projects. Allowing the contractor to make quicker purchasing decisions also provides the ability to time the market for cost as well as certain manufacturer's lead-times to keep pace with construction. The schedule of both Projects doesn't allow for a significant amount of float (slack-time) between design, easement acquisition, materials ordering, installation, and placing the infrastructure into operation. The PDB process is suited to deliver tight schedules as the contractor can begin ordering materials and beginning construction activities after the 60% design is achieved. The nature of the Design-Build Team also allows the opportunity for constructability reviews and value engineering with the contractor's input.

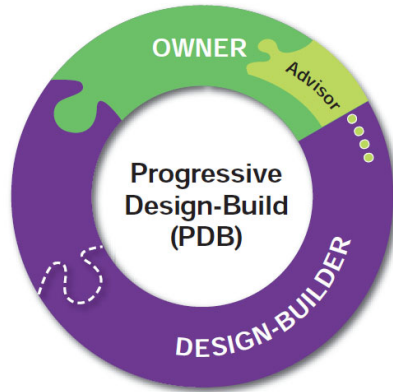
The schedule for this selection process is described below:

Date	Milestone
05/24/2022	Request for Statements of Qualifications published (advertised)
06/24/2022	Statements of Qualifications from interested firms due to the Authority
06/30/2022	Professional Services Selection Committee (PSEC) meets to develop short list of firms for interview
07/14/2022	PSEC Interviews of short-listed firms
08/03/2022	PSEC Recommendations & PDB Contract presented to Board for consideration

**Budget Action:** No action needed.

**Attachments:**

Presentation Materials



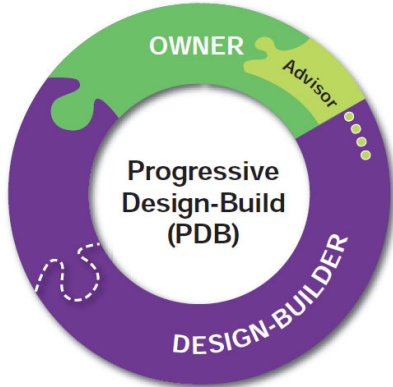
# Staff Presentation on Progressive Design Build Process

Information Purposes Only

June 1, 2022

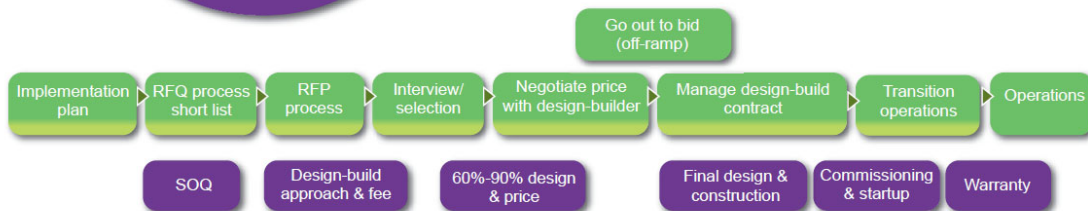
1

1



## Progressive Design Build

- 01 Background
- 02 Delivery Advantages
- 03 Selection Process
- 04 Next Steps



2

2

## Progressive Design Build

- 01 Background
- 02 Delivery Advantages**
- 03 Selection Process
- 04 Next Steps

3

3

### Phase 3C

**42-inch  
9 Miles  
10-mgd PS**

- 01 Background
- 02 Delivery Advantages
- 03 Selection Process**
- 04 Next Steps

### Phase 2B

**42-inch  
13 Miles**

4

4



- 01 Background
- 02 Delivery Advantages
- 03 Selection Process**
- 04 Next Steps



5

5



- 01 Background
- 02 Delivery Advantages
- 03 Selection Process
- 04 Next Steps**

05/24/2022 SOQ Advertisement  
 06/03/2022 Questions Due  
 06/24/2022 SOQ Due  
 06/30/2022 Shortlist Scoring  
 07/14/2022 Interview Ranking

August 2022  
 Recommendation to Board  
 Design-Build Contract

October 2022  
 Phase 1 (60% Design)

6



Questions?

7

7

**PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY**  
**BOARD OF DIRECTORS MEETING**  
*June 1, 2022*

**GENERAL COUNSEL'S REPORT**

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**Presenter -**

Douglas Manson, General Counsel

**Recommended Action -**

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

**PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY**  
**BOARD OF DIRECTORS MEETING**  
*June 1, 2022*

**EXECUTIVE DIRECTOR'S REPORT**

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**Presenter -**

Mike Coates, 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  
June 1, 2022***

**ROUTINE STATUS REPORTS  
ITEM 1**

**Hydrologic Conditions Report**

## MEMORANDUM

**Project:** Hydrologic Conditions Report  
**Date:** June 1, 2022  
**TO:** Mike Coates, Executive Director  
**Developed By:** Daniel Roberts, Environmental Specialist II

---

This memorandum summarizes rainfall, surface water conditions, and the Authority's current water storage and supply conditions for the month of April, and the preceding 13-month period.

### Rainfall Conditions & Projections

**Table 1** summarizes rainfall conditions for the 13-month period from April 1, 2021 through April 30, 2022. Rainfall in the Peace River Basin for the past 12-months totaled 45.16 inches, 7.14 inches below the long-term historical average of 52.30 inches. Rainfall for the month of April 2022 totaled 3.53 inches, a value 1.03 inches above the historical monthly average of 2.50 inches for April.

**Figure 1** provides region-wide rainfall conditions as reported by SWFWMD for the 12-month period ending April 2022. Data shown for the Authority's 4-county service area indicate very dry conditions in most of Sarasota, DeSoto and Charlotte Counties with near normal conditions in Manatee County. 12-month rainfall conditions in the Peace River Basin from Polk through DeSoto Counties were very dry & drier than normal.

NOAA projections for the next three months (May-July) are for above-normal temperatures and above-normal rainfall for Southwest Florida. The NOAA extended forecast suggests La Nina conditions are favored to continue into the summer (59% chance during June-August 2022) and a 50-55% chance of La Nina through the fall.

**Table 1 -Peace River Basin Rainfall (Inches)**

Month	Apr-21	May-21	Jun-21	Jul-21	Aug-21	Sep-21	Oct-21	Nov-21	Dec-21	Jan-22	Feb-22	Mar-22	Apr-22	12 Mo Total
Historical Avg Rainfall <sup>1</sup>	2.50	4.00	8.40	8.10	7.70	7.30	3.10	1.70	1.90	2.20	2.50	2.90	2.50	52.30
Actual Rainfall <sup>2</sup>	3.66	0.63	7.00	9.40	6.31	7.78	1.57	3.40	0.78	1.20	0.66	2.91	3.53	45.16
Diff. Historical vs Actual	1.16	-3.37	-1.40	1.30	-1.39	0.48	-1.53	1.70	-1.12	-1.00	-1.84	0.01	1.03	-7.14

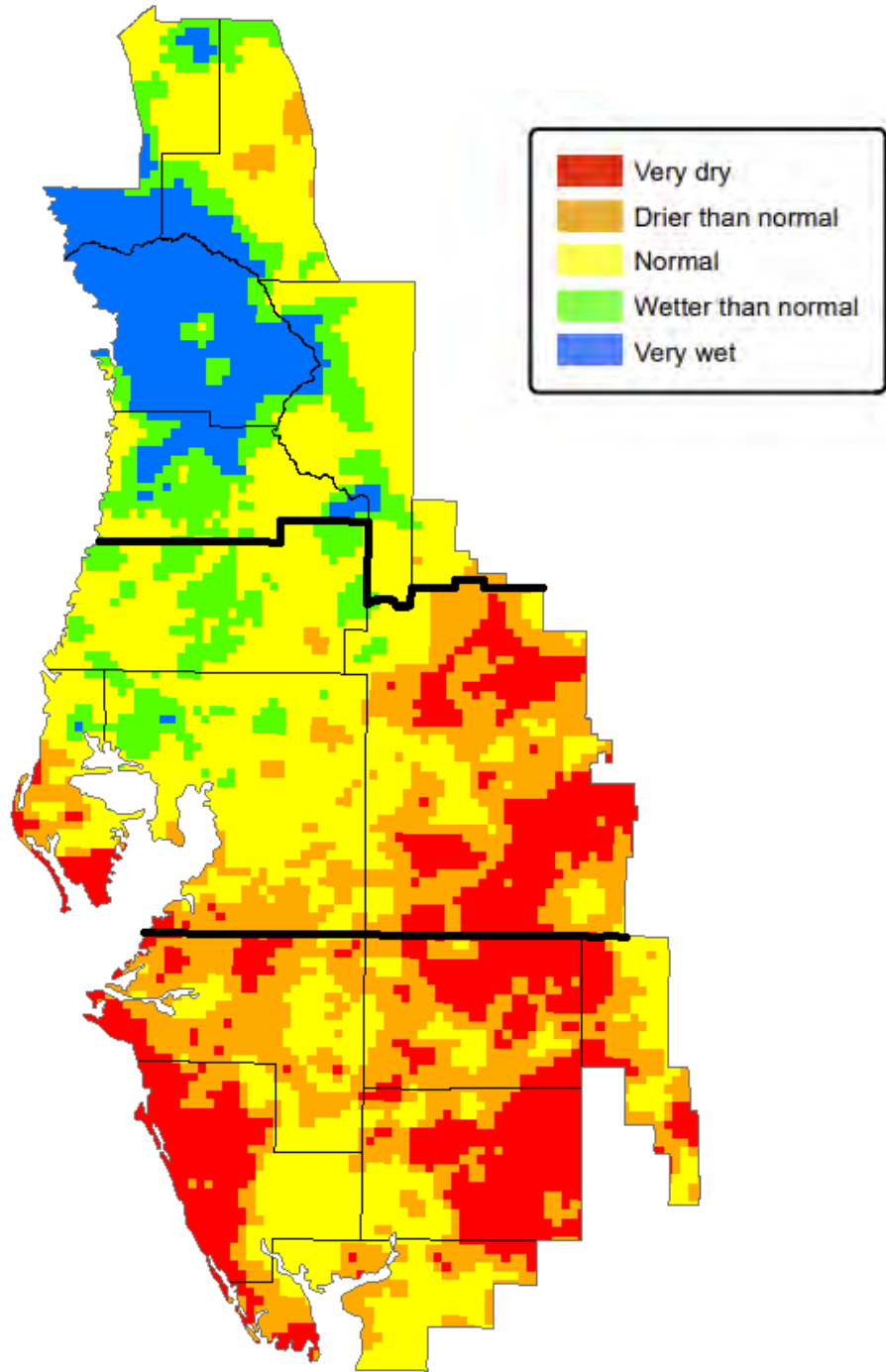
<sup>1</sup> Historical rainfall data are the long-term average of the Winter Haven, Bowling Green, and Joshua at Nocatee Rainfall Stations.

<sup>2</sup> Actual rainfall data are average values for the Winter Haven, Bowling Green, and Joshua at Nocatee Rainfall Stations.

Figure 1 - SWFWMD Rainfall Conditions Map

# Rainfall Distribution

May 2021 through April 2022



## River Flow Conditions

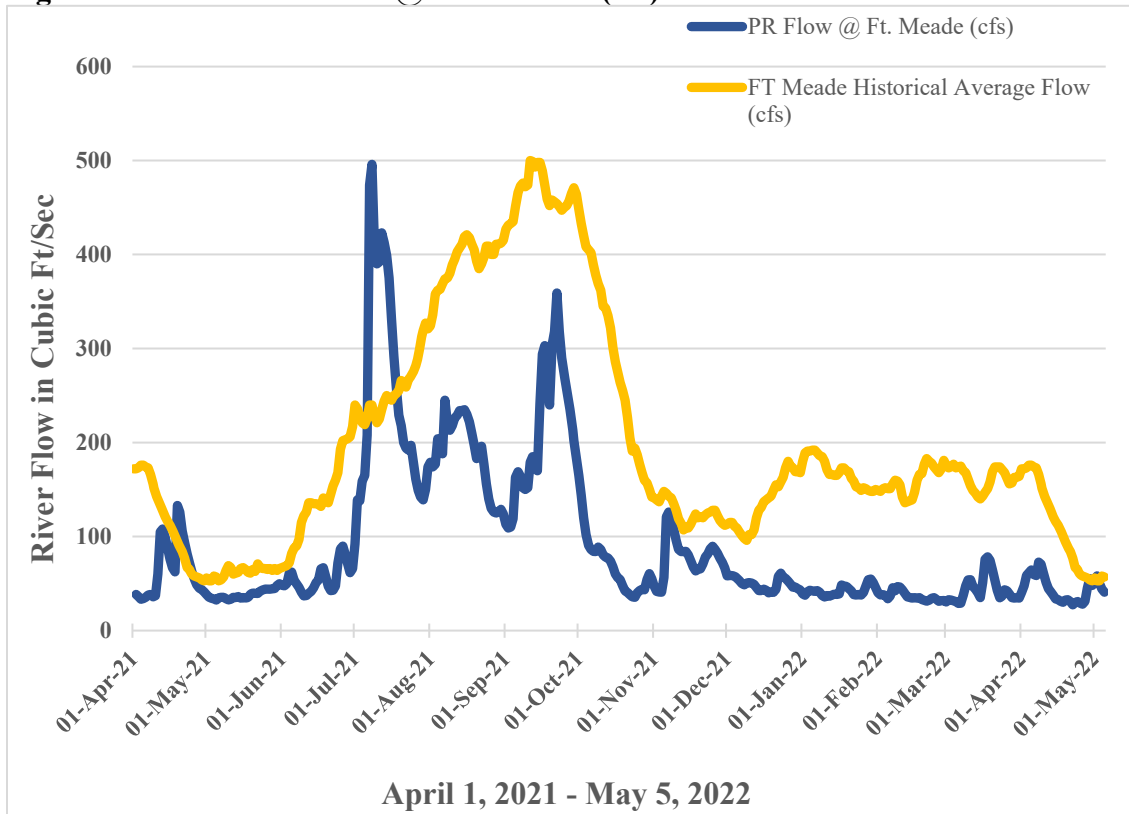
**Figure 2** provides the locations of two U.S. Geological Survey gages, one in the upper portion of the basin referred to as “Peace River at Fort Meade” and one in the lower portion referred to as “Peace River at Arcadia.” Flow conditions at these gages are discussed below:

Flow at Fort Meade gage (**Figure 3**) dipped below the historical average around July 2021 and had not yet recovered to historical monthly averages as of May 2022. The flow at Arcadia gage (**Figure 4**), dropped below the seasonal historical average around December 2021 and had also not yet recovered to historical monthly averages as of early May 2022. The Arcadia gage is located about 15 miles upstream of the Authority’s intake and is one of the gages used to calculate the quantity of water that can be withdrawn on a daily basis by the Authority.

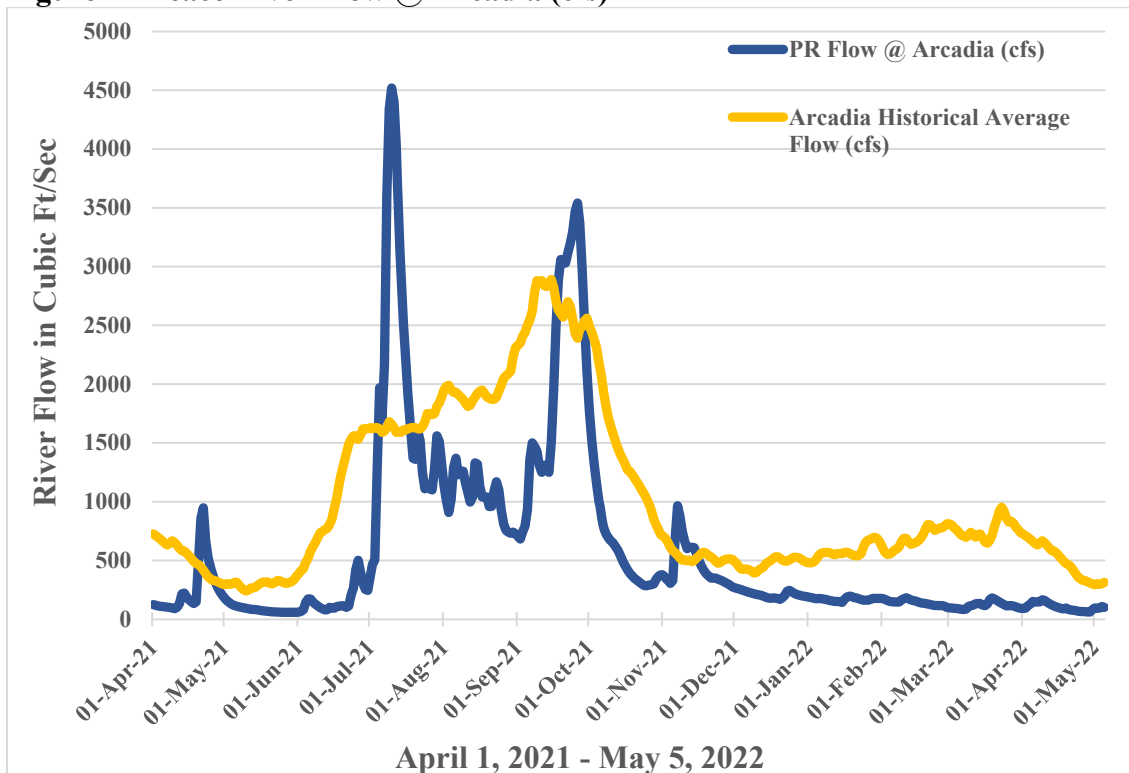
**Figure 2 (Peace River Basin Showing Selected Gage Locations)**



**Figure 3 - Peace River Flow @ Fort Meade (cfs)**



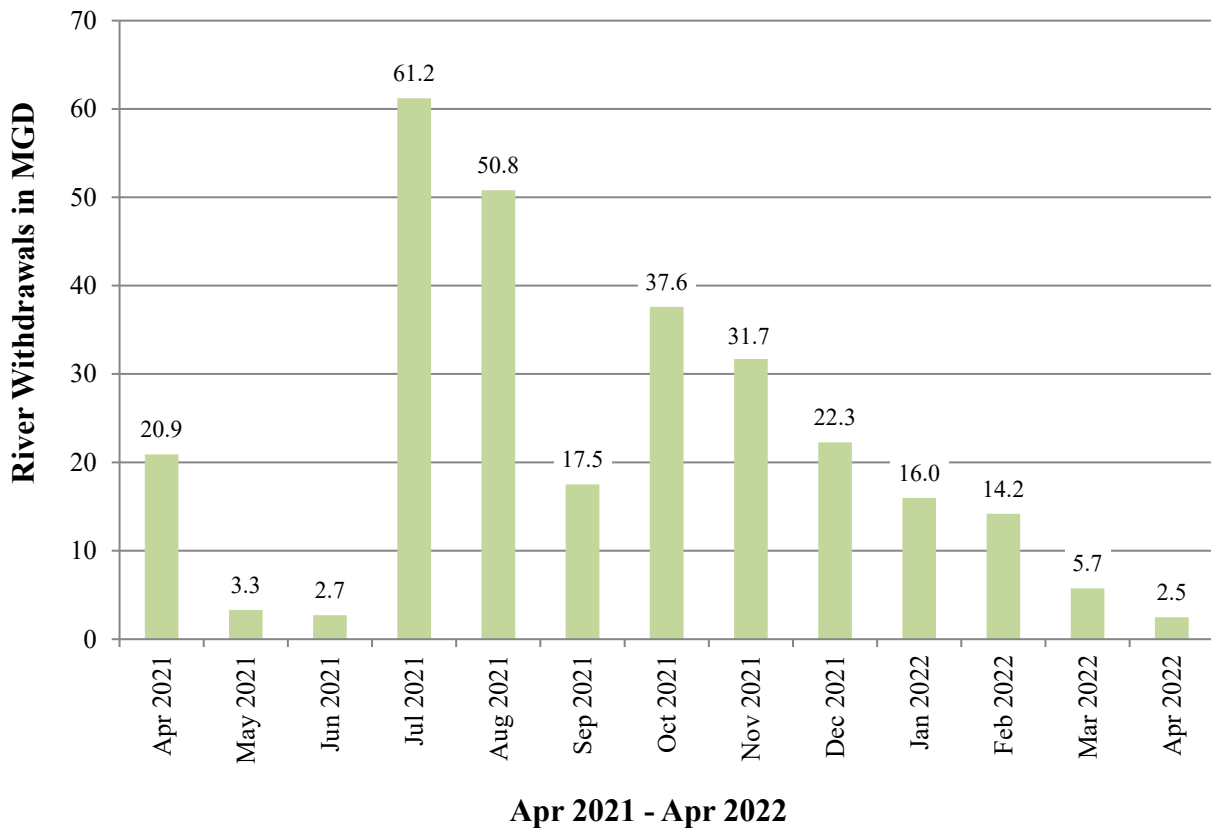
**Figure 4 - Peace River Flow @ Arcadia (cfs)**



## River Withdrawals, Finished Water Production & Demand (Apr 2021 - Apr 2022)

**Figure 5** provides average daily river withdrawals for each of the last 13 months at the Peace River Facility in million gallons per day (MGD). River withdrawals decreased from April through June 2021 as a result of lower rainfall and corresponding lower river flow. River flow and withdrawals increased in July 2021 with the onset of the wet season/summer. Flows and withdrawals decreased through the fall and winter months. Withdrawals ceased in April 2022. Average withdrawals for April 2022 (2.5 MGD) were 18.4 MGD lower than those that occurred in April 2021 (20.9 MGD).

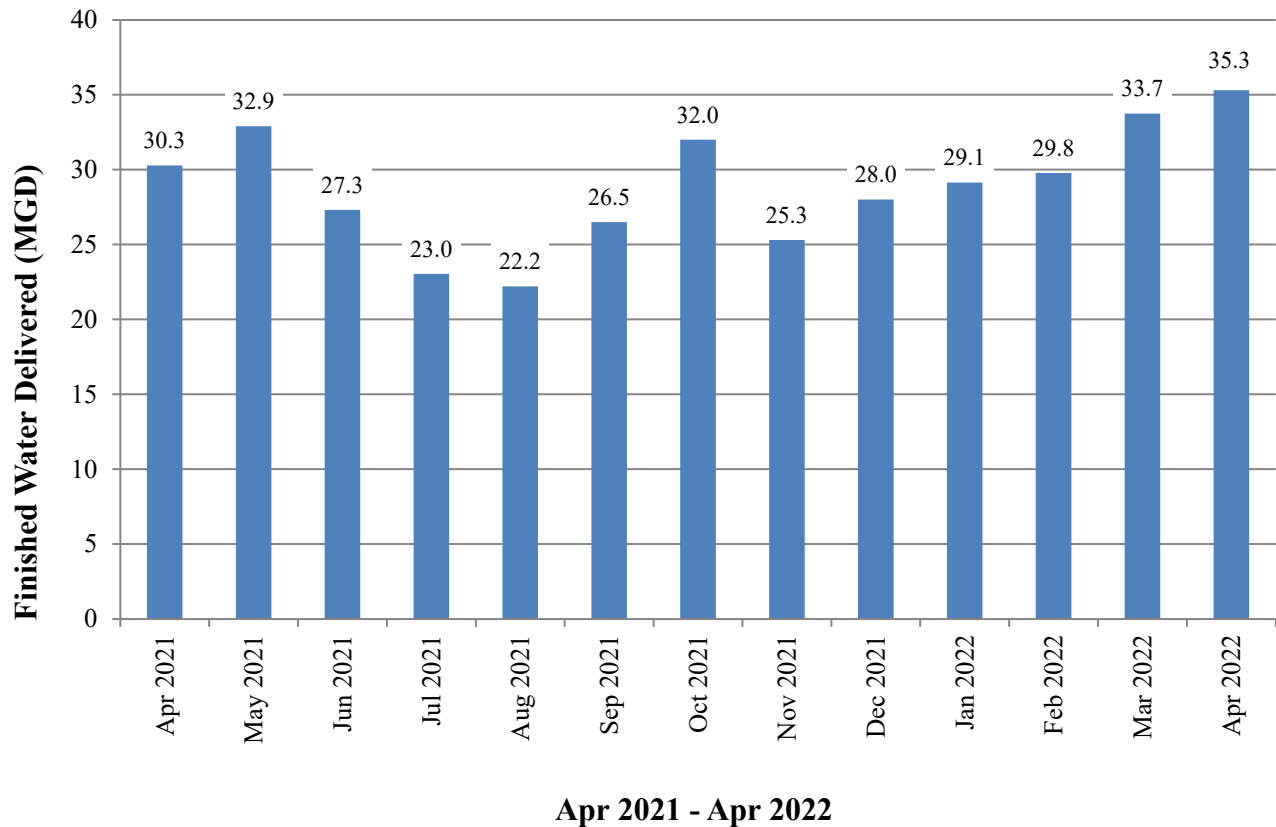
**Figure 5 - Peace River Facility Withdrawals from Peace River (MGD)**



**Figure 6** shows average daily finished water deliveries to Customers for each of the last 13-months in MGD. Finished water delivery to Customers during April 2022 averaged 35.3 MGD, approximately 5.0 MGD more than in April 2021. The increase in demand on the Peace River Facility this April can generally be attributed to the exceptionally dry conditions, increased deliveries to Sarasota County and City of North Port because their water production facilities are undergoing repair and rehabilitation work, and continued increases in regional water demands.

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 (MGD)**



**Stored Supplies at the Peace River Facility (PRF)**

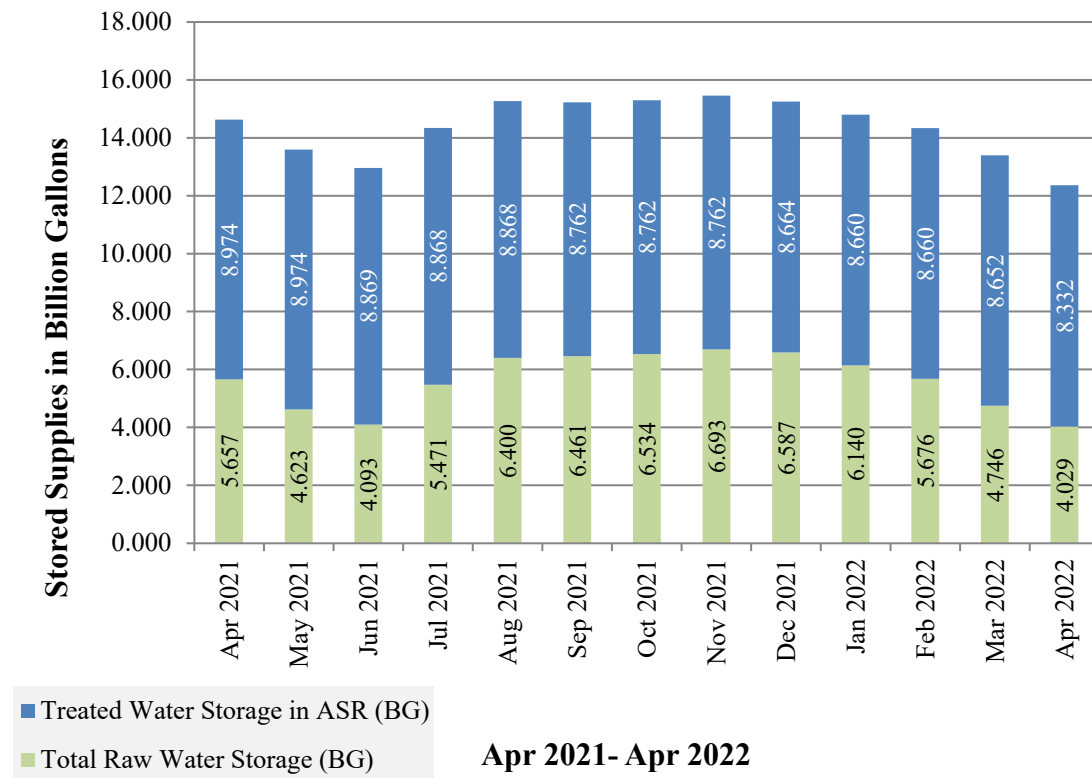
The Authority maintains two large capacity off-stream storage systems at the PRF. The primary raw water storage facilities are Reservoir Nos. 1 and 2. When the flow in the River is high enough, a small percentage of that flow is harvested at the Authority’s intake pumping facility on the Peace River consistent with the permit-authorized diversion schedule and is stored in Reservoir Nos. 1 and 2. Storage volumes in the reservoirs generally decline in the dry season due to lower river flows and increase during the wet season as rainfall, flows and river diversions increase. During the hurricane season the permitted total combined raw water storage capacity in Reservoirs 1 and 2 is 6.5 billion gallons (BG). Outside of hurricane season, additional water can be safely stored up to 6.8 BG. **Total raw water stored as of April 30, 2022 was 4.03 BG, approximately 1.63 BG less than April 2021 (5.66 BG).**

The secondary storage option at the PRF is treated water stored in the Aquifer Storage and Recovery (ASR) system. The ASR system has a design storage capacity of 6.3 BG. However, practical storage capacity is substantially higher as evidenced by the 8.6 BG stored in the ASR system as of April 1, 2022. Because water stored in ASR must be fully treated to drinking water standards before injection, it can’t be stored as rapidly as it can in the raw-water reservoirs. Filling ASR storage is done incrementally each year during the wet season as excess treatment capacity and hydrologic conditions allow. Water recovered from ASR during the dry season 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. **Recovery from the ASR system began on April 1, 2022. Total ASR system storage as of early April 30, 2022 was 8.33 BG, approximately 0.64 BG less than April 2021 (8.97 BG).**

Stored supplies in Reservoir Nos. 1 and 2 and in the ASR system for the past year are shown in **Figure 7. The total water in storage as of April 30, 2022 was about 12.36 BG, approximately 2.27 BG lower than total storage in April 2021 (14.63 BG).**

**Figure 7 (Stored Water Supplies)**





***PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY  
BOARD OF DIRECTORS MEETING  
June 1, 2022***

**ROUTINE STATUS REPORTS  
ITEM 2**

**Check Registers for March & April 2022**

**PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY  
CHECK REGISTER: MARCH & APRIL 2022**

**PUBLIC FUNDS INTEREST CHECKING (PNC)**

<b>Date</b>	<b>Document Number</b>	<b>Payee Name / Description</b>	<b>Amount</b>
03/10/2022		QuickBooks Payroll Service	\$ 98,714.95
03/11/2022		AMAZON	\$ 3,065.89
03/11/2022	39444	D M CONSTRUCTION CORP	\$ 8,687.20
03/11/2022	39445	Desoto Agriculture & Automotive Supply	\$ 322.62
03/11/2022	39446	DESOTO AUTOMOTIVE ENTERPRISES INC	\$ 698.00
03/11/2022	39447	DEX IMAGING	\$ 8.00
03/11/2022	39448	FENDER'S TIRE & BATTERY INC	\$ 10.00
03/11/2022	39449	FLORIDA POWER & LIGHT COMPANY	\$ 171,347.41
03/11/2022	39450	GRAINGER	\$ 6,852.98
03/11/2022	39451	HOME DEPOT	\$ 383.47
03/11/2022	39452	KED GROUP INC	\$ 15,752.00
03/11/2022	39453	Manatee County Utilities Department	\$ 484.34
03/11/2022	39454	NaturZone Pest Control	\$ 79.80
03/11/2022	39455	SMITH RANCH & GARDEN INC	\$ 833.00
03/11/2022	39456	SyTech INC	\$ 450.00
03/11/2022	39457	TRACTOR SUPPLY COMPANY CREDIT PLAN	\$ 26.97
03/11/2022	39458	WOMACK SANITATION INC	\$ 750.00
03/11/2022	ACH4634	AA ELECTRIC SE INC	\$ 1,062.67
03/11/2022	ACH4635	Air Mechanical & Service Corp	\$ 3,865.00
03/11/2022	ACH4636	AIRGAS SPECIALTY PRODUCTS	\$ 3,023.39
03/11/2022	ACH4637	AIRGAS USA LLC	\$ 160.27
03/11/2022	ACH4638	ALLIED UNIVERSAL CORP	\$ 20,302.38
03/11/2022	ACH4639	ASRUS LLC	\$ 3,870.00
03/11/2022	ACH4640	BENCHMARK ENVIROANALYTICAL INC	\$ 587.00
03/11/2022	ACH4641	BLUSITE SOLUTIONS OF SOUTHWEST FLORIDA	\$ 399.48
03/11/2022	ACH4642	C & S CHEMICALS INC	\$ 65,470.10
03/11/2022	ACH4643	CarbPure Technologies LLC	\$ 23,700.00
03/11/2022	ACH4644	CEC Controls Company Inc.	\$ 2,750.00
03/11/2022	ACH4645	CED - Port Charlotte	\$ 2,164.70
03/11/2022	ACH4646	CENTURYLINK	\$ 367.50
03/11/2022	ACH4647	CHARLOTTE COUNTY BCC - LANDFILL	\$ 3,676.67
03/11/2022	ACH4648	CHARLOTTE COUNTY BD OF COMMISSIONER	\$ 103,394.33
03/11/2022	ACH4649	CINTAS	\$ 1,532.04
03/11/2022	ACH4650	COLE-PARMER INSTRUMENT CO	\$ 46.14
03/11/2022	ACH4651	CROM ENGINEERING & CONSTRUCTION SVC	\$ 864.00
03/11/2022	ACH4652	Daniel J Roberts	\$ 424.91
03/11/2022	ACH4653	DESOTO COUNTY	\$ 66,333.33
03/11/2022	ACH4654	Entech	\$ 8,039.70
03/11/2022	ACH4655	FEDERAL EXPRESS	\$ 120.39
03/11/2022	ACH4656	FEL-FT MYERS WATERWORKS	\$ 473.24
03/11/2022	ACH4657	Fiber Solutions	\$ 360.00
03/11/2022	ACH4658	Frontier-941	\$ 208.47
03/11/2022	ACH4659	Hach Company	\$ 1,197.84
03/11/2022	ACH4660	Hostetter Irrigation Inc	\$ 147.85
03/11/2022	ACH4661	JOHNSON ENGINEERING INC	\$ 5,185.00
03/11/2022	ACH4662	KEETON'S OFFICE & ART SUPPLY	\$ 1,894.38
03/11/2022	ACH4663	KING ENGINEERING ASSOCIATES INC	\$ 9,360.30
03/11/2022	ACH4664	MADER ELECTRIC INC	\$ 2,015.07
03/11/2022	ACH4665	MOCK ENGINEERING INC	\$ 515.00
03/11/2022	ACH4666	Navitas Credit Corp	\$ 211.58
03/11/2022	ACH4667	Precision Gate & Security Inc	\$ 1,350.00
03/11/2022	ACH4668	PRO-CHEM INC	\$ 434.80
03/11/2022	ACH4669	Razorback LLC	\$ 59,274.70
03/11/2022	ACH4670	Sumner Land Management LLC	\$ 9,442.30
03/11/2022	ACH4671	SUNSHINE ACE HARDWARE	\$ 39.97
03/11/2022	ACH4672	SUNSHINE STATE ONE CALL OF FL INC	\$ 57.98
03/11/2022	ACH4673	TRINOVA INC.	\$ 4,148.95
03/11/2022	ACH4674	TRULY NOLEN BRANCH 079	\$ 275.00
03/11/2022	ACH4675	UNIVAR SOLUTIONS USA INC	\$ 21,308.86
03/11/2022	ACH4676	USA Bluebook	\$ 909.22

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<b>Date</b>	<b>Document Number</b>	<b>Payee Name / Description</b>	<b>Amount</b>
03/11/2022	ACH4677	Vanguard Cleaning Systems of SW Florida	\$ 2,400.00
03/11/2022	ACH4678	Wes Tech Engineering LLC	\$ 18,178.79
03/11/2022	DBT031122	United States Treasury	\$ 50,562.00
03/11/2022	ADBT31122	STATE OF FLORIDA DISBURSEMENT UNIT	\$ 444.75
03/11/2022	DBT03112022	Valic	\$ 30,559.49
03/24/2022		QuickBooks Payroll Service	\$ 95,801.33
03/25/2022	ACH03252022	PNC Bank	\$ 8,258.41
03/25/2022	39459	BILL'S BOTTLED WATER SERVICE	\$ 27.00
03/25/2022	39460	Braden River Utilities LLC	\$ 92.38
03/25/2022	39461	CHARLOTTE CO. CHAM OF COMMERCE	\$ 225.00
03/25/2022	39462	CHARLOTTE PLUMBING & BATH INC	\$ 367.50
03/25/2022	39463	D M CONSTRUCTION CORP	\$ 10,024.86
03/25/2022	39464	DEX IMAGING	\$ 2,520.04
03/25/2022	39465	DMS-FINANCIAL MGMT SERVICES	\$ 453.77
03/25/2022	39466	FLORIDA DEPT OF TRANSPORTATION	\$ 2.50
03/25/2022	39467	GRAINGER	\$ 658.44
03/25/2022	39468	HOME DEPOT	\$ 679.14
03/25/2022	39469	Locher Environmental LLC	\$ 7,356.00
03/25/2022	39470	PREFERRED GOVERNMENT INSURANCE TRUS	\$ 14,497.50
03/25/2022	39471	SAM'S CLUB	\$ 62.14
03/25/2022	39472	TEST GAUGE INC	\$ 96.44
03/25/2022	39473	U.S. BANK EQUIPMENT FINANCE	\$ 1,126.36
03/25/2022	39474	VERIZON WIRELESS	\$ 91.70
03/25/2022	39475	Waste Pro Bradenton/Sarasota	\$ 190.00
03/25/2022	39476	WM F. McDonough Plumbing Inc	\$ 2,092.53
03/25/2022	ACH4679	ADVANTAGE CARE INC.	\$ 120.00
03/25/2022	ACH4680	Agilent Technologies Inc	\$ 125.90
03/25/2022	ACH4681	Air Mechanical & Service Corp	\$ 1,090.77
03/25/2022	ACH4682	ALLIED UNIVERSAL CORP	\$ 22,651.24
03/25/2022	ACH4683	ANIXTER INC.	\$ 6,112.60
03/25/2022	ACH4684	BATTERIES PLUS BULBS #451	\$ 222.68
03/25/2022	ACH4685	BENCHMARK ENVIROANALYTICAL INC	\$ 758.00
03/25/2022	ACH4686	BLACK & VEATCH	\$ 7,409.40
03/25/2022	ACH4687	C & S CHEMICALS INC	\$ 88,135.20
03/25/2022	ACH4688	CarbPure Technologies LLC	\$ 47,621.20
03/25/2022	ACH4689	CED - Port Charlotte	\$ 95.57
03/25/2022	ACH4690	CenturyLink-6358	\$ 1,631.17
03/25/2022	ACH4691	Centurylink 3363	\$ 141.75
03/25/2022	ACH4692	CHARLOTTE COUNTY BCC - LANDFILL	\$ 4,242.80
03/25/2022	ACH4693	Cimtec Automation, LLC	\$ 11,112.85
03/25/2022	ACH4694	CINTAS	\$ 906.56
03/25/2022	ACH4695	CINTAS FIRE 636525	\$ 2,205.00
03/25/2022	ACH4696	Commercial Fire & Communications	\$ 312.00
03/25/2022	ACH4697	CORONADO LAWN SERVICE OF FL	\$ 5,702.00
03/25/2022	ACH4698	Cummins Power South	\$ 2,033.95
03/25/2022	ACH4699	Environmental Science Associates	\$ 5,205.00
03/25/2022	ACH4700	FEDERAL EXPRESS	\$ 76.61
03/25/2022	ACH4701	FEL-FT MYERS WATERWORKS	\$ 361.97
03/25/2022	ACH4702	Fisher Scientific	\$ 696.66
03/25/2022	ACH4703	FRONTIER COMMUNICATIONS-305	\$ 240.98
03/25/2022	ACH4704	Hach Company	\$ 53,903.62
03/25/2022	ACH4705	HDR ENGINEERING INC	\$ 33,420.42
03/25/2022	ACH4706	HVMI LLC	\$ 6,525.00
03/25/2022	ACH4707	J H HAM ENGINEERING INC	\$ 8,073.35
03/25/2022	ACH4708	JANICKI ENVIRONMENTAL INC	\$ 28,450.00
03/25/2022	ACH4709	JOHNSON ENGINEERING INC	\$ 1,971.25
03/25/2022	ACH4710	KEETON'S OFFICE & ART SUPPLY	\$ 341.35
03/25/2022	ACH4711	KIMLEY-HORN AND ASSOCIATES INC	\$ 19,131.00
03/25/2022	ACH4712	MADER ELECTRIC INC	\$ 2,500.00
03/25/2022	ACH4713	Matt's Lawn Service	\$ 675.00

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<b>Date</b>	<b>Document Number</b>	<b>Payee Name / Description</b>	<b>Amount</b>
03/25/2022	ACH4714	Mike Coates	\$ 685.36
03/25/2022	ACH4715	Minuteman Security Technology Inc	\$ 987.00
03/25/2022	ACH4716	MOCK ENGINEERING INC	\$ 810.00
03/25/2022	ACH4717	MSC INDUSTRIAL SUPPLY CO	\$ 857.75
03/25/2022	ACH4718	PHENOVA INC	\$ 570.90
03/25/2022	ACH4719	Pitney Bowes- Lease	\$ 209.85
03/25/2022	ACH4720	PMC ENGINEERING LLC	\$ 1,647.23
03/25/2022	ACH4721	Poole & Kent Company of Florida	\$ 244,801.51
03/25/2022	ACH4722	PURVIS GRAY & COMPANY	\$ 23,200.00
03/25/2022	ACH4723	Rachel V Kersten (V)	\$ 81.23
03/25/2022	ACH4724	ROGERS PETROLEUM INC	\$ 15,544.12
03/25/2022	ACH4725	STANTEC CONSULTING SERVICES	\$ 3,106.31
03/25/2022	ACH4726	SUTTER ROOFING COMPANY OF FLORIDA	\$ 635.00
03/25/2022	ACH4727	THE BANK OF NEW YORK MELLON	\$ 750.00
03/25/2022	ACH4728	TRINOVA INC.	\$ 6,481.48
03/25/2022	ACH4729	UNIVAR SOLUTIONS USA INC	\$ 25,053.79
03/25/2022	ACH4730	USA Bluebook	\$ 4,457.79
03/25/2022	ACH4731	Vertiv Corporation	\$ 3,164.85
03/25/2022	ACH4732	VOYAGER FLEET SYSTEMS INC	\$ 4,194.10
03/25/2022	ACH4733	Wade Trim INC	\$ 14,172.23
03/25/2022	ADBT032522	STATE OF FLORIDA DISBURSEMENT UNIT	\$ 444.75
03/25/2022	DBT032522	United States Treasury	\$ 30,784.04
03/25/2022	DBT32522	Valic	\$ 7,388.49
03/29/2022	DBT032922	FLORIDA DIVISION OF RETIREMENT	\$ 44,037.47
04/07/2022		QuickBooks Payroll Service	\$ 105,761.38
04/08/2022	39477	AMAZON	\$ 2,862.07
04/08/2022	39478	CS3 Waterworks	\$ 975.00
04/08/2022	39479	DVD Consulting Inc.	\$ 2,997.00
04/08/2022	39480	FLORIDA POWER & LIGHT COMPANY	\$ 174,866.57
04/08/2022	39481	GRAINGER	\$ 1,387.84
04/08/2022	39482	HOME DEPOT	\$ 235.02
04/08/2022	39483	LWR Town Center Association Inc	\$ 20.00
04/08/2022	39484	Manatee County Utilities Department	\$ 262.18
04/08/2022	39485	NaturZone Pest Control	\$ 79.80
04/08/2022	39486	PREFERRED GOVERNMENT INSURANCE TRUS	\$ 240.00
04/08/2022	39487	THE SUN	\$ 155.87
04/08/2022	39488	Waste Pro Bradenton/Sarasota	\$ 190.00
04/08/2022	ACH4734	Air Mechanical & Service Corp	\$ 78.00
04/08/2022	ACH4735	AIRGAS SPECIALTY PRODUCTS	\$ 3,036.45
04/08/2022	ACH4736	ALLIED UNIVERSAL CORP	\$ 10,074.14
04/08/2022	ACH4737	BENCHMARK ENVIROANALYTICAL INC	\$ 258.00
04/08/2022	ACH4738	C & S CHEMICALS INC	\$ 55,088.64
04/08/2022	ACH4739	CarbPure Technologies LLC	\$ 47,510.60
04/08/2022	ACH4740	CENTURYLINK	\$ 367.05
04/08/2022	ACH4741	CHARLOTTE COUNTY BD OF COMMISSIONER	\$ 106,152.22
04/08/2022	ACH4742	CINTAS	\$ 2,299.62
04/08/2022	ACH4743	CINTAS FIRE 636525	\$ 2,010.00
04/08/2022	ACH4744	Cummins Power South	\$ 611.14
04/08/2022	ACH4745	DELL MARKETING LP	\$ 23,171.53
04/08/2022	ACH4746	DESOTO COUNTY	\$ 66,333.33
04/08/2022	ACH4747	E.F. GAINES SURVEYING SERVICES, INC	\$ 6,200.00
04/08/2022	ACH4748	Entech	\$ 8,039.70
04/08/2022	ACH4749	FEDERAL EXPRESS	\$ 30.50
04/08/2022	ACH4750	Fisher Scientific	\$ 1,356.37
04/08/2022	ACH4751	Frontier-941	\$ 208.47
04/08/2022	ACH4752	GARNEY CONSTRUCTION	\$ 26,727.00
04/08/2022	ACH4753	Hach Company	\$ 1,725.40
04/08/2022	ACH4754	HDR ENGINEERING INC	\$ 62,581.92
04/08/2022	ACH4755	KEETON'S OFFICE & ART SUPPLY	\$ 1,640.80
04/08/2022	ACH4756	KIMLEY-HORN AND ASSOCIATES INC	\$ 15,931.00

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<b>Date</b>	<b>Document Number</b>	<b>Payee Name / Description</b>	<b>Amount</b>
04/08/2022	ACH4757	Natural Resources LLC	\$ 37,870.74
04/08/2022	ACH4758	PRO-CHEM INC	\$ 136.90
04/08/2022	ACH4759	PROGRESSIVE WATER RESOURCES LLC	\$ 12,325.00
04/08/2022	ACH4760	ProQuip INC	\$ 4,134.73
04/08/2022	ACH4761	RING POWER CORPORATION	\$ 1,152.93
04/08/2022	ACH4762	STANTEC CONSULTING SERVICES	\$ 20,359.12
04/08/2022	ACH4763	SUNSHINE ACE HARDWARE	\$ 87.39
04/08/2022	ACH4764	TRINOVA INC.	\$ 2,541.00
04/08/2022	ACH4765	ULINE	\$ 543.20
04/08/2022	ACH4766	UNIVAR SOLUTIONS USA INC	\$ 25,154.15
04/08/2022	ACH4767	Vanguard Cleaning Systems of SW Florida	\$ 2,400.00
04/08/2022	ADBT040822	STATE OF FLORIDA DISBURSEMENT UNIT	\$ 444.75
04/08/2022	DBT040822	United States Treasury	\$ 35,836.46
04/08/2022	DBT4082022	Valic	\$ 7,358.62
04/21/2022		QuickBooks Payroll Service	\$ 99,187.10
04/22/2022	39489	BILL'S BOTTLED WATER SERVICE	\$ 37.50
04/22/2022	39490	Braden River Utilities LLC	\$ 94.42
04/22/2022	39491	D M CONSTRUCTION CORP	\$ 11,783.41
04/22/2022	39492	DMS-FINANCIAL MGMT SERVICES	\$ 446.97
04/22/2022	39493	Florida Assoc for Water Quality Control	\$ 1,200.00
04/22/2022	39494	Florida Department of Health	\$ 2,000.00
04/22/2022	39495	FLORIDA DEPARTMENT OF STATE	\$ 32.06
04/22/2022	39496	GRAINGER	\$ 1,422.32
04/22/2022	39497	HOME DEPOT	\$ 316.37
04/22/2022	39498	KED GROUP INC	\$ 5,888.00
04/22/2022	39499	Locher Environmental LLC	\$ 4,250.00
04/22/2022	39500	NaturZone Pest Control	\$ 142.80
04/22/2022	39501	Pollard Water-Ferguson Enterprises	\$ 1,220.72
04/22/2022	39502	Risk Management Associates Inc	\$ 644.00
04/22/2022	39503	SAM'S CLUB	\$ 333.73
04/22/2022	39504	SARASOTA COUNTY ENVIRONMENTAL UTILITIES	\$ 7,736.31
04/22/2022	39505	SMITH RANCH & GARDEN INC	\$ 21.97
04/22/2022	39506	TEST GAUGE INC	\$ 96.81
04/22/2022	39507	THE SUN	\$ 127.27
04/22/2022	39508	TIRE KINGDOM	\$ 1,026.22
04/22/2022	39509	TRACTOR SUPPLY COMPANY CREDIT PLAN	\$ 178.94
04/22/2022	39510	U.S. BANK EQUIPMENT FINANCE	\$ 1,126.36
04/22/2022	39511	VERIZON WIRELESS	\$ 93.06
04/22/2022	39512	WM F. McDonough Plumbing Inc	\$ 751.88
04/22/2022	ACH4768	AECOM TECHNICAL SERVICES INC	\$ 4,283.56
04/22/2022	ACH4769	AIR CENTERS-FLORIDA	\$ 1,038.53
04/22/2022	ACH4770	Air Mechanical & Service Corp	\$ 468.56
04/22/2022	ACH4771	AIRGAS USA LLC	\$ 690.59
04/22/2022	ACH4772	Alan Jay Automotive Management Inc	\$ 29,120.20
04/22/2022	ACH4773	ALLIANCE FIRE & SAFETY	\$ 300.00
04/22/2022	ACH4774	ALLIED UNIVERSAL CORP	\$ 25,347.97
04/22/2022	ACH4775	ASRUS LLC	\$ 4,480.00
04/22/2022	ACH4776	BATTERIES PLUS BULBS #451	\$ 4,529.40
04/22/2022	ACH4777	BLACK & VEATCH	\$ 7,041.13
04/22/2022	ACH4778	BLUSITE SOLUTIONS OF SOUTHWEST FLORIDA	\$ 433.48
04/22/2022	ACH4779	C & S CHEMICALS INC	\$ 127,304.13
04/22/2022	ACH4780	CarbPure Technologies LLC	\$ 47,858.20
04/22/2022	ACH4781	CED - Port Charlotte	\$ 135.03
04/22/2022	ACH4782	Centurylink 3363	\$ 141.27
04/22/2022	ACH4783	CINTAS	\$ 721.52
04/22/2022	ACH4784	COLE-PARMER INSTRUMENT CO	\$ 257.60
04/22/2022	ACH4785	CORONADO LAWN SERVICE OF FL	\$ 1,335.00
04/22/2022	ACH4786	DONALD MORTON (V)	\$ 150.00
04/22/2022	ACH4787	ENVIRONMENTAL EXPRESS INC.	\$ 148.11
04/22/2022	ACH4788	FEDERAL EXPRESS	\$ 109.72

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<b>Date</b>	<b>Document Number</b>	<b>Payee Name / Description</b>	<b>Amount</b>
04/22/2022	ACH4789	FEL-FT MYERS WATERWORKS	\$ 260.59
04/22/2022	ACH4790	Fisher Scientific	\$ 6,442.54
04/22/2022	ACH4791	FRONTIER COMMUNICATIONS-305	\$ 240.98
04/22/2022	ACH4792	Hach Company	\$ 5,288.13
04/22/2022	ACH4793	HDR ENGINEERING INC	\$ 26,778.05
04/22/2022	ACH4794	Hostetler Irrigation Inc	\$ 147.85
04/22/2022	ACH4795	HVMI LLC	\$ 18,940.85
04/22/2022	ACH4796	J H HAM ENGINEERING INC	\$ 10,887.23
04/22/2022	ACH4797	JANICKI ENVIRONMENTAL INC	\$ 27,056.00
04/22/2022	ACH4798	Jim Guida	\$ 105.00
04/22/2022	ACH4799	JOHNSON ENGINEERING INC	\$ 3,339.00
04/22/2022	ACH4800	KEETON'S OFFICE & ART SUPPLY	\$ 488.04
04/22/2022	ACH4801	KING ENGINEERING ASSOCIATES INC	\$ 9,943.10
04/22/2022	ACH4802	MAIN GATE ENTERPRISES INC.	\$ 732.00
04/22/2022	ACH4803	MANSON BOLVES DONALDSON VARN	\$ 15,925.00
04/22/2022	ACH4804	Matt's Lawn Service	\$ 1,935.00
04/22/2022	ACH4805	MCMaster-CARR SUPPLY CO	\$ 690.29
04/22/2022	ACH4806	MIS Moss Integration Solutions Inc	\$ 1,372.63
04/22/2022	ACH4807	MSC INDUSTRIAL SUPPLY CO	\$ 385.17
04/22/2022	ACH4808	Natural Resources LLC	\$ 17,649.64
04/22/2022	ACH4809	PRO-CHEM INC	\$ 1,045.90
04/22/2022	ACH4810	PROGRESSIVE WATER RESOURCES LLC	\$ 809.25
04/22/2022	ACH4811	REXEL USA Inc	\$ 6,012.20
04/22/2022	ACH4812	SARASOTA HERALD TRIBUNE	\$ 269.50
04/22/2022	ACH4813	STANTEC CONSULTING SERVICES	\$ 3,106.31
04/22/2022	ACH4814	SUNSHINE ACE HARDWARE	\$ 219.77
04/22/2022	ACH4815	SUNSHINE STATE ONE CALL OF FL INC	\$ 57.98
04/22/2022	ACH4816	THERMO ELECTRON NORTH AMERICA LLC	\$ 1,141.00
04/22/2022	ACH4817	TRINOVA INC.	\$ 2,596.00
04/22/2022	ACH4818	UNIVAR SOLUTIONS USA INC	\$ 16,775.42
04/22/2022	ACH4819	USA Bluebook	\$ 11,018.77
04/22/2022	ACH4820	VOYAGER FLEET SYSTEMS INC	\$ 4,596.42
04/22/2022	ACH4821	Wade Trim INC	\$ 86,052.43
04/22/2022	ACH4822	WOMACK SANITATION INC	\$ 298.00
04/22/2022	ACH042222	STATE OF FLORIDA DISBURSEMENT UNIT	\$ 444.75
04/22/2022	ACH4222022	United States Treasury	\$ 32,030.88
04/22/2022	ACH4222022	Valic	\$ 8,152.67
04/25/2022	ACH04252022	PNC Bank	\$ 6,802.38
04/26/2022	ACH042622	FLORIDA DIVISION OF RETIREMENT	\$ 45,279.65
<b>Total</b>			<b>\$ 3,437,645.50</b>

**PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY**

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**PUBLIC FUNDS INTEREST CHECKING (PNC)**

Date	Document Number	Payee Name / Description	Amount
03/11/2022	ACH4634	AA ELECTRIC SE INC	\$ 1,062.67
03/25/2022	ACH4679	ADVANTAGE CARE INC.	\$ 120.00
04/22/2022	ACH4768	AECOM TECHNICAL SERVICES INC	\$ 4,283.56
03/25/2022	ACH4680	Agilent Technologies Inc	\$ 125.90
04/22/2022	ACH4769	AIR CENTERS-FLORIDA	\$ 1,038.53
03/11/2022	ACH4635	Air Mechanical & Service Corp	\$ 3,865.00
03/25/2022	ACH4681	Air Mechanical & Service Corp	\$ 1,090.77
04/08/2022	ACH4734	Air Mechanical & Service Corp	\$ 78.00
04/22/2022	ACH4770	Air Mechanical & Service Corp	\$ 468.56
03/11/2022	ACH4636	AIRGAS SPECIALTY PRODUCTS	\$ 3,023.39
04/08/2022	ACH4735	AIRGAS SPECIALTY PRODUCTS	\$ 3,036.45
03/11/2022	ACH4637	AIRGAS USA LLC	\$ 160.27
04/22/2022	ACH4771	AIRGAS USA LLC	\$ 690.59
04/22/2022	ACH4772	Alan Jay Automotive Management Inc	\$ 29,120.20
04/22/2022	ACH4773	ALLIANCE FIRE & SAFETY	\$ 300.00
03/11/2022	ACH4638	ALLIED UNIVERSAL CORP	\$ 20,302.38
03/25/2022	ACH4682	ALLIED UNIVERSAL CORP	\$ 22,651.24
04/08/2022	ACH4736	ALLIED UNIVERSAL CORP	\$ 10,074.14
04/22/2022	ACH4774	ALLIED UNIVERSAL CORP	\$ 25,347.97
03/11/2022	39443	AMAZON	\$ 3,065.89
04/08/2022	39477	AMAZON	\$ 2,862.07
03/25/2022	ACH4683	ANIXTER INC.	\$ 6,112.60
03/11/2022	ACH4639	ASRUS LLC	\$ 3,870.00
04/22/2022	ACH4775	ASRUS LLC	\$ 4,480.00
03/25/2022	ACH4684	BATTERIES PLUS BULBS #451	\$ 222.68
04/22/2022	ACH4776	BATTERIES PLUS BULBS #451	\$ 4,529.40
03/11/2022	ACH4640	BENCHMARK ENVIROANALYTICAL INC	\$ 587.00
03/25/2022	ACH4685	BENCHMARK ENVIROANALYTICAL INC	\$ 758.00
04/08/2022	ACH4737	BENCHMARK ENVIROANALYTICAL INC	\$ 258.00
03/25/2022	39459	BILL'S BOTTLED WATER SERVICE	\$ 27.00
04/22/2022	39489	BILL'S BOTTLED WATER SERVICE	\$ 37.50
03/25/2022	ACH4686	BLACK & VEATCH	\$ 7,409.40
04/22/2022	ACH4777	BLACK & VEATCH	\$ 7,041.13
03/11/2022	ACH4641	BLUSITE SOLUTIONS OF SOUTHWEST FLORIDA	\$ 399.48
04/22/2022	ACH4778	BLUSITE SOLUTIONS OF SOUTHWEST FLORIDA	\$ 433.48
03/25/2022	39460	Braden River Utilities LLC	\$ 92.38
04/22/2022	39490	Braden River Utilities LLC	\$ 94.42
03/11/2022	ACH4642	C & S CHEMICALS INC	\$ 65,470.10
03/25/2022	ACH4687	C & S CHEMICALS INC	\$ 88,135.20
04/08/2022	ACH4738	C & S CHEMICALS INC	\$ 55,088.64
04/22/2022	ACH4779	C & S CHEMICALS INC	\$ 127,304.13
03/11/2022	ACH4643	CarbPure Technologies LLC	\$ 23,700.00
03/25/2022	ACH4688	CarbPure Technologies LLC	\$ 47,621.20
04/08/2022	ACH4739	CarbPure Technologies LLC	\$ 47,510.60
04/22/2022	ACH4780	CarbPure Technologies LLC	\$ 47,858.20
03/11/2022	ACH4644	CEC Controls Company Inc.	\$ 2,750.00
03/11/2022	ACH4645	CED - Port Charlotte	\$ 2,164.70
03/25/2022	ACH4689	CED - Port Charlotte	\$ 95.57
04/22/2022	ACH4781	CED - Port Charlotte	\$ 135.03
03/11/2022	ACH4646	CENTURYLINK	\$ 367.50
04/08/2022	ACH4740	CENTURYLINK	\$ 367.05
03/25/2022	ACH4691	Centurylink 3363	\$ 141.75
04/22/2022	ACH4782	Centurylink 3363	\$ 141.27
03/25/2022	ACH4690	CenturyLink-6358	\$ 1,631.17
03/25/2022	39461	CHARLOTTE CO. CHAM OF COMMERCE	\$ 225.00
03/11/2022	ACH4647	CHARLOTTE COUNTY BCC - LANDFILL	\$ 3,676.67
03/25/2022	ACH4692	CHARLOTTE COUNTY BCC - LANDFILL	\$ 4,242.80
03/11/2022	ACH4648	CHARLOTTE COUNTY BD OF COMMISSIONER	\$ 103,394.33
04/08/2022	ACH4741	CHARLOTTE COUNTY BD OF COMMISSIONER	\$ 106,152.22
03/25/2022	39462	CHARLOTTE PLUMBING & BATH INC	\$ 367.50

**PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY****CHECK REGISTER: MARCH & APRIL 2022****Alphabetically by Vendor****PUBLIC FUNDS INTEREST CHECKING (PNC)**

<b>Date</b>	<b>Document Number</b>	<b>Payee Name / Description</b>	<b>Amount</b>
03/25/2022	ACH4693	Cimtec Automation, LLC	\$ 11,112.85
03/11/2022	ACH4649	CINTAS	\$ 1,532.04
03/25/2022	ACH4694	CINTAS	\$ 906.56
04/08/2022	ACH4742	CINTAS	\$ 2,299.62
04/22/2022	ACH4783	CINTAS	\$ 721.52
03/25/2022	ACH4695	CINTAS FIRE 636525	\$ 2,205.00
04/08/2022	ACH4743	CINTAS FIRE 636525	\$ 2,010.00
03/11/2022	ACH4650	COLE-PARMER INSTRUMENT CO	\$ 46.14
04/22/2022	ACH4784	COLE-PARMER INSTRUMENT CO	\$ 257.60
03/25/2022	ACH4696	Commercial Fire & Communications	\$ 312.00
03/25/2022	ACH4697	CORONADO LAWN SERVICE OF FL	\$ 5,702.00
04/22/2022	ACH4785	CORONADO LAWN SERVICE OF FL	\$ 1,335.00
03/11/2022	ACH4651	CROM ENGINEERING & CONSTRUCTION SVC	\$ 864.00
04/08/2022	39478	CS3 Waterworks	\$ 975.00
03/25/2022	ACH4698	Cummins Power South	\$ 2,033.95
04/08/2022	ACH4744	Cummins Power South	\$ 611.14
03/11/2022	39444	D M CONSTRUCTION CORP	\$ 8,687.20
03/25/2022	39463	D M CONSTRUCTION CORP	\$ 10,024.86
04/22/2022	39491	D M CONSTRUCTION CORP	\$ 11,783.41
03/11/2022	ACH4652	Daniel J Roberts	\$ 424.91
04/08/2022	ACH4745	DELL MARKETING LP	\$ 23,171.53
03/11/2022	39445	Desoto Agriculture & Automotive Supply	\$ 322.62
03/11/2022	39446	DESOTO AUTOMOTIVE ENTERPRISES INC	\$ 698.00
03/11/2022	ACH4653	DESOTO COUNTY	\$ 66,333.33
04/08/2022	ACH4746	DESOTO COUNTY	\$ 66,333.33
03/11/2022	39447	DEX IMAGING	\$ 8.00
03/25/2022	39464	DEX IMAGING	\$ 2,520.04
03/25/2022	39465	DMS-FINANCIAL MGMT SERVICES	\$ 453.77
04/22/2022	39492	DMS-FINANCIAL MGMT SERVICES	\$ 446.97
04/22/2022	ACH4786	DONALD MORTON (V)	\$ 150.00
04/08/2022	39479	DVD Consulting Inc.	\$ 2,997.00
04/08/2022	ACH4747	E.F. GAINES SURVEYING SERVICES, INC	\$ 6,200.00
03/11/2022	ACH4654	Entech	\$ 8,039.70
04/08/2022	ACH4748	Entech	\$ 8,039.70
04/22/2022	ACH4787	ENVIRONMENTAL EXPRESS INC.	\$ 148.11
03/25/2022	ACH4699	Environmental Science Associates	\$ 5,205.00
03/11/2022	ACH4655	FEDERAL EXPRESS	\$ 120.39
03/25/2022	ACH4700	FEDERAL EXPRESS	\$ 76.61
04/08/2022	ACH4749	FEDERAL EXPRESS	\$ 30.50
04/22/2022	ACH4788	FEDERAL EXPRESS	\$ 109.72
03/11/2022	ACH4656	FEL-FT MYERS WATERWORKS	\$ 473.24
03/25/2022	ACH4701	FEL-FT MYERS WATERWORKS	\$ 361.97
04/22/2022	ACH4789	FEL-FT MYERS WATERWORKS	\$ 260.59
03/11/2022	39448	FENDER'S TIRE & BATTERY INC	\$ 10.00
03/11/2022	ACH4657	Fiber Solutions	\$ 360.00
03/25/2022	ACH4702	Fisher Scientific	\$ 696.66
04/08/2022	ACH4750	Fisher Scientific	\$ 1,356.37
04/22/2022	ACH4790	Fisher Scientific	\$ 6,442.54
04/22/2022	39493	Florida Assoc for Water Quality Control	\$ 1,200.00
04/22/2022	39494	Florida Department of Health	\$ 2,000.00
04/22/2022	39495	FLORIDA DEPARTMENT OF STATE	\$ 32.06
03/25/2022	39466	FLORIDA DEPT OF TRANSPORTATION	\$ 2.50
03/29/2022	DBT032922	FLORIDA DIVISION OF RETIREMENT	\$ 44,037.47
04/26/2022	ACH042622	FLORIDA DIVISION OF RETIREMENT	\$ 45,279.65
03/11/2022	39449	FLORIDA POWER & LIGHT COMPANY	\$ 171,347.41
04/08/2022	39480	FLORIDA POWER & LIGHT COMPANY	\$ 174,866.57
03/25/2022	ACH4703	FRONTIER COMMUNICATIONS-305	\$ 240.98
04/22/2022	ACH4791	FRONTIER COMMUNICATIONS-305	\$ 240.98
03/11/2022	ACH4658	Frontier-941	\$ 208.47
04/08/2022	ACH4751	Frontier-941	\$ 208.47



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<b>Date</b>	<b>Document Number</b>	<b>Payee Name / Description</b>	<b>Amount</b>
04/08/2022	ACH4752	GARNEY CONSTRUCTION	\$ 26,727.00
03/11/2022	39450	GRAINGER	\$ 6,852.98
03/25/2022	39467	GRAINGER	\$ 658.44
04/08/2022	39481	GRAINGER	\$ 1,387.84
04/22/2022	39496	GRAINGER	\$ 1,422.32
03/11/2022	ACH4659	Hach Company	\$ 1,197.84
03/25/2022	ACH4704	Hach Company	\$ 53,903.62
04/08/2022	ACH4753	Hach Company	\$ 1,725.40
04/22/2022	ACH4792	Hach Company	\$ 5,288.13
03/25/2022	ACH4705	HDR ENGINEERING INC	\$ 33,420.42
04/08/2022	ACH4754	HDR ENGINEERING INC	\$ 62,581.92
04/22/2022	ACH4793	HDR ENGINEERING INC	\$ 26,778.05
03/11/2022	39451	HOME DEPOT	\$ 383.47
03/25/2022	39468	HOME DEPOT	\$ 679.14
04/08/2022	39482	HOME DEPOT	\$ 235.02
04/22/2022	39497	HOME DEPOT	\$ 316.37
03/11/2022	ACH4660	Hostetler Irrigation Inc	\$ 147.85
04/22/2022	ACH4794	Hostetler Irrigation Inc	\$ 147.85
03/25/2022	ACH4706	HVMI LLC	\$ 6,525.00
04/22/2022	ACH4795	HVMI LLC	\$ 18,940.85
03/25/2022	ACH4707	J H HAM ENGINEERING INC	\$ 8,073.35
04/22/2022	ACH4796	J H HAM ENGINEERING INC	\$ 10,887.23
03/25/2022	ACH4708	JANICKI ENVIRONMENTAL INC	\$ 28,450.00
04/22/2022	ACH4797	JANICKI ENVIRONMENTAL INC	\$ 27,056.00
04/22/2022	ACH4798	Jim Guida	\$ 105.00
03/11/2022	ACH4661	JOHNSON ENGINEERING INC	\$ 5,185.00
03/25/2022	ACH4709	JOHNSON ENGINEERING INC	\$ 1,971.25
04/22/2022	ACH4799	JOHNSON ENGINEERING INC	\$ 3,339.00
03/11/2022	39452	KED GROUP INC	\$ 15,752.00
04/22/2022	39498	KED GROUP INC	\$ 5,888.00
03/11/2022	ACH4662	KEETON'S OFFICE & ART SUPPLY	\$ 1,894.38
03/25/2022	ACH4710	KEETON'S OFFICE & ART SUPPLY	\$ 341.35
04/08/2022	ACH4755	KEETON'S OFFICE & ART SUPPLY	\$ 1,640.80
04/22/2022	ACH4800	KEETON'S OFFICE & ART SUPPLY	\$ 488.04
03/25/2022	ACH4711	KIMLEY-HORN AND ASSOCIATES INC	\$ 19,131.00
04/08/2022	ACH4756	KIMLEY-HORN AND ASSOCIATES INC	\$ 15,931.00
03/11/2022	ACH4663	KING ENGINEERING ASSOCIATES INC	\$ 9,360.30
04/22/2022	ACH4801	KING ENGINEERING ASSOCIATES INC	\$ 9,943.10
03/25/2022	39469	Locher Environmental LLC	\$ 7,356.00
04/22/2022	39499	Locher Environmental LLC	\$ 4,250.00
04/08/2022	39483	LWR Town Center Association Inc	\$ 20.00
03/11/2022	ACH4664	MADER ELECTRIC INC	\$ 2,015.07
03/25/2022	ACH4712	MADER ELECTRIC INC	\$ 2,500.00
04/22/2022	ACH4802	MAIN GATE ENTERPRISES INC.	\$ 732.00
03/11/2022	39453	Manatee County Utilities Department	\$ 484.34
04/08/2022	39484	Manatee County Utilities Department	\$ 262.18
04/22/2022	ACH4803	MANSON BOLVES DONALDSON VARN	\$ 15,925.00
03/25/2022	ACH4713	Matt's Lawn Service	\$ 675.00
04/22/2022	ACH4804	Matt's Lawn Service	\$ 1,935.00
04/22/2022	ACH4805	MCMaster-CARR SUPPLY CO	\$ 690.29
03/25/2022	ACH4714	Mike Coates	\$ 685.36
03/25/2022	ACH4715	Minuteman Security Technology Inc	\$ 987.00
04/22/2022	ACH4806	MIS Moss Integration Solutions Inc	\$ 1,372.63
03/11/2022	ACH4665	MOCK ENGINEERING INC	\$ 515.00
03/25/2022	ACH4716	MOCK ENGINEERING INC	\$ 810.00
03/25/2022	ACH4717	MSC INDUSTRIAL SUPPLY CO	\$ 857.75
04/22/2022	ACH4807	MSC INDUSTRIAL SUPPLY CO	\$ 385.17
04/08/2022	ACH4757	Natural Resources LLC	\$ 37,870.74
04/22/2022	ACH4808	Natural Resources LLC	\$ 17,649.64
03/11/2022	39454	NaturZone Pest Control	\$ 79.80

**PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY**

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<b>Date</b>	<b>Document Number</b>	<b>Payee Name / Description</b>	<b>Amount</b>
04/08/2022	39485	NaturZone Pest Control	\$ 79.80
04/22/2022	39500	NaturZone Pest Control	\$ 142.80
03/11/2022	ACH4666	Navitas Credit Corp	\$ 211.58
03/25/2022	ACH4718	PHENOVA INC	\$ 570.90
03/25/2022	ACH4719	Pitney Bowes- Lease	\$ 209.85
03/25/2022	ACH4720	PMC ENGINEERING LLC	\$ 1,647.23
03/25/2022	ACH03252022	PNC Bank	\$ 8,258.41
04/25/2022	ACH04252022	PNC Bank	\$ 6,802.38
04/22/2022	39501	Pollard Water-Ferguson Enterprises	\$ 1,220.72
03/25/2022	ACH4721	Poole & Kent Company of Florida	\$ 244,801.51
03/11/2022	ACH4667	Precision Gate & Security Inc	\$ 1,350.00
03/25/2022	39470	PREFERRED GOVERNMENT INSURANCE TRUS	\$ 14,497.50
04/08/2022	39486	PREFERRED GOVERNMENT INSURANCE TRUS	\$ 240.00
03/11/2022	ACH4668	PRO-CHEM INC	\$ 434.80
04/08/2022	ACH4758	PRO-CHEM INC	\$ 136.90
04/22/2022	ACH4809	PRO-CHEM INC	\$ 1,045.90
04/08/2022	ACH4759	PROGRESSIVE WATER RESOURCES LLC	\$ 12,325.00
04/22/2022	ACH4810	PROGRESSIVE WATER RESOURCES LLC	\$ 809.25
04/08/2022	ACH4760	ProQuip INC	\$ 4,134.73
03/25/2022	ACH4722	PURVIS GRAY & COMPANY	\$ 23,200.00
03/10/2022		QuickBooks Payroll Service	\$ 98,714.95
03/24/2022		QuickBooks Payroll Service	\$ 95,801.33
04/07/2022		QuickBooks Payroll Service	\$ 105,761.38
04/21/2022		QuickBooks Payroll Service	\$ 99,187.10
03/25/2022	ACH4723	Rachel V Kersten (V)	\$ 81.23
03/11/2022	ACH4669	Razorback LLC	\$ 59,274.70
04/22/2022	ACH4811	REXEL USA Inc	\$ 6,012.20
04/08/2022	ACH4761	RING POWER CORPORATION	\$ 1,152.93
04/22/2022	39502	Risk Management Associates Inc	\$ 644.00
03/25/2022	ACH4724	ROGERS PETROLEUM INC	\$ 15,544.12
03/25/2022	39471	SAM'S CLUB	\$ 62.14
04/22/2022	39503	SAM'S CLUB	\$ 333.73
04/22/2022	39504	SARASOTA COUNTY ENVIRONMENTAL UTILITIES	\$ 7,736.31
04/22/2022	ACH4812	SARASOTA HERALD TRIBUNE	\$ 269.50
03/11/2022	39455	SMITH RANCH & GARDEN INC	\$ 833.00
04/22/2022	39505	SMITH RANCH & GARDEN INC	\$ 21.97
03/25/2022	ACH4725	STANTEC CONSULTING SERVICES	\$ 3,106.31
04/08/2022	ACH4762	STANTEC CONSULTING SERVICES	\$ 20,359.12
04/22/2022	ACH4813	STANTEC CONSULTING SERVICES	\$ 3,106.31
03/11/2022	ADBT31122	STATE OF FLORIDA DISBURSEMENT UNIT	\$ 444.75
03/25/2022	ADBT032522	STATE OF FLORIDA DISBURSEMENT UNIT	\$ 444.75
04/08/2022	ADBT040822	STATE OF FLORIDA DISBURSEMENT UNIT	\$ 444.75
04/22/2022	ACH042222	STATE OF FLORIDA DISBURSEMENT UNIT	\$ 444.75
03/11/2022	ACH4670	Sumner Land Management LLC	\$ 9,442.30
03/11/2022	ACH4671	SUNSHINE ACE HARDWARE	\$ 39.97
04/08/2022	ACH4763	SUNSHINE ACE HARDWARE	\$ 87.39
04/22/2022	ACH4814	SUNSHINE ACE HARDWARE	\$ 219.77
03/11/2022	ACH4672	SUNSHINE STATE ONE CALL OF FL INC	\$ 57.98
04/22/2022	ACH4815	SUNSHINE STATE ONE CALL OF FL INC	\$ 57.98
03/25/2022	ACH4726	SUTTER ROOFING COMPANY OF FLORIDA	\$ 635.00
03/11/2022	39456	SyTech INC	\$ 450.00
03/25/2022	39472	TEST GAUGE INC	\$ 96.44
04/22/2022	39506	TEST GAUGE INC	\$ 96.81
03/25/2022	ACH4727	THE BANK OF NEW YORK MELLON	\$ 750.00
04/08/2022	39487	THE SUN	\$ 155.87
04/22/2022	39507	THE SUN	\$ 127.27
04/22/2022	ACH4816	THERMO ELECTRON NORTH AMERICA LLC	\$ 1,141.00
04/22/2022	39508	TIRE KINGDOM	\$ 1,026.22
03/11/2022	39457	TRACTOR SUPPLY COMPANY CREDIT PLAN	\$ 26.97
04/22/2022	39509	TRACTOR SUPPLY COMPANY CREDIT PLAN	\$ 178.94

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<b>Date</b>	<b>Document Number</b>	<b>Payee Name / Description</b>	<b>Amount</b>
03/11/2022	ACH4673	TRINOVA INC.	\$ 4,148.95
03/25/2022	ACH4728	TRINOVA INC.	\$ 6,481.48
04/08/2022	ACH4764	TRINOVA INC.	\$ 2,541.00
04/22/2022	ACH4817	TRINOVA INC.	\$ 2,596.00
03/11/2022	ACH4674	TRULY NOLEN BRANCH 079	\$ 275.00
03/25/2022	39473	U.S. BANK EQUIPMENT FINANCE	\$ 1,126.36
04/22/2022	39510	U.S. BANK EQUIPMENT FINANCE	\$ 1,126.36
04/08/2022	ACH4765	ULINE	\$ 543.20
03/11/2022	DBT031122	United States Treasury	\$ 50,562.00
03/25/2022	DBT032522	United States Treasury	\$ 30,784.04
04/08/2022	DBT040822	United States Treasury	\$ 35,836.46
04/22/2022	ACH4222022	United States Treasury	\$ 32,030.88
03/11/2022	ACH4675	UNIVAR SOLUTIONS USA INC	\$ 21,308.86
03/25/2022	ACH4729	UNIVAR SOLUTIONS USA INC	\$ 25,053.79
04/08/2022	ACH4766	UNIVAR SOLUTIONS USA INC	\$ 25,154.15
04/22/2022	ACH4818	UNIVAR SOLUTIONS USA INC	\$ 16,775.42
03/11/2022	ACH4676	USA Bluebook	\$ 909.22
03/25/2022	ACH4730	USA Bluebook	\$ 4,457.79
04/22/2022	ACH4819	USA Bluebook	\$ 11,018.77
03/11/2022	DBT03112022	Valic	\$ 30,559.49
03/25/2022	DBT32522	Valic	\$ 7,388.49
04/08/2022	DBT4082022	Valic	\$ 7,358.62
04/22/2022	ACH4222022	Valic	\$ 8,152.67
03/11/2022	ACH4677	Vanguard Cleaning Systems of SW Florida	\$ 2,400.00
04/08/2022	ACH4767	Vanguard Cleaning Systems of SW Florida	\$ 2,400.00
03/25/2022	39474	VERIZON WIRELESS	\$ 91.70
04/22/2022	39511	VERIZON WIRELESS	\$ 93.06
03/25/2022	ACH4731	Vertiv Corporation	\$ 3,164.85
03/25/2022	ACH4732	VOYAGER FLEET SYSTEMS INC	\$ 4,194.10
04/22/2022	ACH4820	VOYAGER FLEET SYSTEMS INC	\$ 4,596.42
03/25/2022	ACH4733	Wade Trim INC	\$ 14,172.23
04/22/2022	ACH4821	Wade Trim INC	\$ 86,052.43
03/25/2022	39475	Waste Pro Bradenton/Sarasota	\$ 190.00
04/08/2022	39488	Waste Pro Bradenton/Sarasota	\$ 190.00
03/11/2022	ACH4678	Wes Tech Engineering LLC	\$ 18,178.79
03/25/2022	39476	WM F. McDonough Plumbing Inc	\$ 2,092.53
04/22/2022	39512	WM F. McDonough Plumbing Inc	\$ 751.88
03/11/2022	39458	WOMACK SANITATION INC	\$ 750.00
04/22/2022	ACH4822	WOMACK SANITATION INC	\$ 298.00
		<b>Total</b>	<b>\$ 3,437,645.50</b>

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<b>Date</b>	<b>Document Number</b>	<b>Payee Name / Description</b>	<b>Amount</b>
03/25/2022	ACH4721	Poole & Kent Company of Florida	\$ 244,801.51
04/08/2022	39480	FLORIDA POWER & LIGHT COMPANY	\$ 174,866.57
03/11/2022	39449	FLORIDA POWER & LIGHT COMPANY	\$ 171,347.41
04/22/2022	ACH4779	C & S CHEMICALS INC	\$ 127,304.13
04/08/2022	ACH4741	CHARLOTTE COUNTY BD OF COMMISSIONER	\$ 106,152.22
04/07/2022		QuickBooks Payroll Service	\$ 105,761.38
03/11/2022	ACH4648	CHARLOTTE COUNTY BD OF COMMISSIONER	\$ 103,394.33
04/21/2022		QuickBooks Payroll Service	\$ 99,187.10
03/10/2022		QuickBooks Payroll Service	\$ 98,714.95
03/24/2022		QuickBooks Payroll Service	\$ 95,801.33
03/25/2022	ACH4687	C & S CHEMICALS INC	\$ 88,135.20
04/22/2022	ACH4821	Wade Trim INC	\$ 86,052.43
03/11/2022	ACH4653	DESOTO COUNTY	\$ 66,333.33
04/08/2022	ACH4746	DESOTO COUNTY	\$ 66,333.33
03/11/2022	ACH4642	C & S CHEMICALS INC	\$ 65,470.10
04/08/2022	ACH4754	HDR ENGINEERING INC	\$ 62,581.92
03/11/2022	ACH4669	Razorback LLC	\$ 59,274.70
04/08/2022	ACH4738	C & S CHEMICALS INC	\$ 55,088.64
03/25/2022	ACH4704	Hach Company	\$ 53,903.62
03/11/2022	DBT031122	United States Treasury	\$ 50,562.00
04/22/2022	ACH4780	CarbPure Technologies LLC	\$ 47,858.20
03/25/2022	ACH4688	CarbPure Technologies LLC	\$ 47,621.20
04/08/2022	ACH4739	CarbPure Technologies LLC	\$ 47,510.60
04/26/2022	ACH042622	FLORIDA DIVISION OF RETIREMENT	\$ 45,279.65
03/29/2022	DBT032922	FLORIDA DIVISION OF RETIREMENT	\$ 44,037.47
04/08/2022	ACH4757	Natural Resources LLC	\$ 37,870.74
04/08/2022	DBT040822	United States Treasury	\$ 35,836.46
03/25/2022	ACH4705	HDR ENGINEERING INC	\$ 33,420.42
04/22/2022	ACH422022	United States Treasury	\$ 32,030.88
03/25/2022	DBT032522	United States Treasury	\$ 30,784.04
03/11/2022	DBT03112022	Valic	\$ 30,559.49
04/22/2022	ACH4772	Alan Jay Automotive Management Inc	\$ 29,120.20
03/25/2022	ACH4708	JANICKI ENVIRONMENTAL INC	\$ 28,450.00
04/22/2022	ACH4797	JANICKI ENVIRONMENTAL INC	\$ 27,056.00
04/22/2022	ACH4793	HDR ENGINEERING INC	\$ 26,778.05
04/08/2022	ACH4752	GARNEY CONSTRUCTION	\$ 26,727.00
04/22/2022	ACH4774	ALLIED UNIVERSAL CORP	\$ 25,347.97
04/08/2022	ACH4766	UNIVAR SOLUTIONS USA INC	\$ 25,154.15
03/25/2022	ACH4729	UNIVAR SOLUTIONS USA INC	\$ 25,053.79
03/11/2022	ACH4643	CarbPure Technologies LLC	\$ 23,700.00
03/25/2022	ACH4722	PURVIS GRAY & COMPANY	\$ 23,200.00
04/08/2022	ACH4745	DELL MARKETING LP	\$ 23,171.53
03/25/2022	ACH4682	ALLIED UNIVERSAL CORP	\$ 22,651.24
03/11/2022	ACH4675	UNIVAR SOLUTIONS USA INC	\$ 21,308.86
04/08/2022	ACH4762	STANTEC CONSULTING SERVICES	\$ 20,359.12
03/11/2022	ACH4638	ALLIED UNIVERSAL CORP	\$ 20,302.38
03/25/2022	ACH4711	KIMLEY-HORN AND ASSOCIATES INC	\$ 19,131.00
04/22/2022	ACH4795	HVMI LLC	\$ 18,940.85
03/11/2022	ACH4678	Wes Tech Engineering LLC	\$ 18,178.79
04/22/2022	ACH4808	Natural Resources LLC	\$ 17,649.64
04/22/2022	ACH4818	UNIVAR SOLUTIONS USA INC	\$ 16,775.42
04/08/2022	ACH4756	KIMLEY-HORN AND ASSOCIATES INC	\$ 15,931.00
04/22/2022	ACH4803	MANSON BOLVES DONALDSON VARN	\$ 15,925.00
03/11/2022	39452	KED GROUP INC	\$ 15,752.00
03/25/2022	ACH4724	ROGERS PETROLEUM INC	\$ 15,544.12
03/25/2022	39470	PREFERRED GOVERNMENT INSURANCE TRUS	\$ 14,497.50
03/25/2022	ACH4733	Wade Trim INC	\$ 14,172.23
04/08/2022	ACH4759	PROGRESSIVE WATER RESOURCES LLC	\$ 12,325.00
04/22/2022	39491	D M CONSTRUCTION CORP	\$ 11,783.41
03/25/2022	ACH4693	Cimtec Automation, LLC	\$ 11,112.85

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<b>Date</b>	<b>Document Number</b>	<b>Payee Name / Description</b>	<b>Amount</b>
04/22/2022	ACH4819	USA Bluebook	\$ 11,018.77
04/22/2022	ACH4796	J H HAM ENGINEERING INC	\$ 10,887.23
04/08/2022	ACH4736	ALLIED UNIVERSAL CORP	\$ 10,074.14
03/25/2022	39463	D M CONSTRUCTION CORP	\$ 10,024.86
04/22/2022	ACH4801	KING ENGINEERING ASSOCIATES INC	\$ 9,943.10
03/11/2022	ACH4670	Sumner Land Management LLC	\$ 9,442.30
03/11/2022	ACH4663	KING ENGINEERING ASSOCIATES INC	\$ 9,360.30
03/11/2022	39444	D M CONSTRUCTION CORP	\$ 8,687.20
03/25/2022	ACH03252022	PNC Bank	\$ 8,258.41
04/22/2022	ACH4222022	Valic	\$ 8,152.67
03/25/2022	ACH4707	J H HAM ENGINEERING INC	\$ 8,073.35
03/11/2022	ACH4654	Entech	\$ 8,039.70
04/08/2022	ACH4748	Entech	\$ 8,039.70
04/22/2022	39504	SARASOTA COUNTY ENVIRONMENTAL UTILITIES	\$ 7,736.31
03/25/2022	ACH4686	BLACK & VEATCH	\$ 7,409.40
03/25/2022	DBT32522	Valic	\$ 7,388.49
04/08/2022	DBT4082022	Valic	\$ 7,358.62
03/25/2022	39469	Locher Environmental LLC	\$ 7,356.00
04/22/2022	ACH4777	BLACK & VEATCH	\$ 7,041.13
03/11/2022	39450	GRAINGER	\$ 6,852.98
04/25/2022	ACH04252022	PNC Bank	\$ 6,802.38
03/25/2022	ACH4706	HVMI LLC	\$ 6,525.00
03/25/2022	ACH4728	TRINOVA INC.	\$ 6,481.48
04/22/2022	ACH4790	Fisher Scientific	\$ 6,442.54
04/08/2022	ACH4747	E.F. GAINES SURVEYING SERVICES, INC	\$ 6,200.00
03/25/2022	ACH4683	ANIXTER INC.	\$ 6,112.60
04/22/2022	ACH4811	REXEL USA Inc	\$ 6,012.20
04/22/2022	39498	KED GROUP INC	\$ 5,888.00
03/25/2022	ACH4697	CORONADO LAWN SERVICE OF FL	\$ 5,702.00
04/22/2022	ACH4792	Hach Company	\$ 5,288.13
03/25/2022	ACH4699	Environmental Science Associates	\$ 5,205.00
03/11/2022	ACH4661	JOHNSON ENGINEERING INC	\$ 5,185.00
04/22/2022	ACH4820	VOYAGER FLEET SYSTEMS INC	\$ 4,596.42
04/22/2022	ACH4776	BATTERIES PLUS BULBS #451	\$ 4,529.40
04/22/2022	ACH4775	ASRUS LLC	\$ 4,480.00
03/25/2022	ACH4730	USA Bluebook	\$ 4,457.79
04/22/2022	ACH4768	AECOM TECHNICAL SERVICES INC	\$ 4,283.56
04/22/2022	39499	Locher Environmental LLC	\$ 4,250.00
03/25/2022	ACH4692	CHARLOTTE COUNTY BCC - LANDFILL	\$ 4,242.80
03/25/2022	ACH4732	VOYAGER FLEET SYSTEMS INC	\$ 4,194.10
03/11/2022	ACH4673	TRINOVA INC.	\$ 4,148.95
04/08/2022	ACH4760	ProQuip INC	\$ 4,134.73
03/11/2022	ACH4639	ASRUS LLC	\$ 3,870.00
03/11/2022	ACH4635	Air Mechanical & Service Corp	\$ 3,865.00
03/11/2022	ACH4647	CHARLOTTE COUNTY BCC - LANDFILL	\$ 3,676.67
04/22/2022	ACH4799	JOHNSON ENGINEERING INC	\$ 3,339.00
03/25/2022	ACH4731	Vertiv Corporation	\$ 3,164.85
03/25/2022	ACH4725	STANTEC CONSULTING SERVICES	\$ 3,106.31
04/22/2022	ACH4813	STANTEC CONSULTING SERVICES	\$ 3,106.31
03/11/2022	39443	AMAZON	\$ 3,065.89
04/08/2022	ACH4735	AIRGAS SPECIALTY PRODUCTS	\$ 3,036.45
03/11/2022	ACH4636	AIRGAS SPECIALTY PRODUCTS	\$ 3,023.39
04/08/2022	39479	DVD Consulting Inc.	\$ 2,997.00
04/08/2022	39477	AMAZON	\$ 2,862.07
03/11/2022	ACH4644	CEC Controls Company Inc.	\$ 2,750.00
04/22/2022	ACH4817	TRINOVA INC.	\$ 2,596.00
04/08/2022	ACH4764	TRINOVA INC.	\$ 2,541.00
03/25/2022	39464	DEX IMAGING	\$ 2,520.04
03/25/2022	ACH4712	MADER ELECTRIC INC	\$ 2,500.00
03/11/2022	ACH4677	Vanguard Cleaning Systems of SW Florida	\$ 2,400.00

**PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY****CHECK REGISTER: MARCH & APRIL 2022****By Amount Largest to Smallest****PUBLIC FUNDS INTEREST CHECKING (PNC)**

<b>Date</b>	<b>Document Number</b>	<b>Payee Name / Description</b>	<b>Amount</b>
04/08/2022	ACH4767	Vanguard Cleaning Systems of SW Florida	\$ 2,400.00
04/08/2022	ACH4742	CINTAS	\$ 2,299.62
03/25/2022	ACH4695	CINTAS FIRE 636525	\$ 2,205.00
03/11/2022	ACH4645	CED - Port Charlotte	\$ 2,164.70
03/25/2022	39476	WM F. McDonough Plumbing Inc	\$ 2,092.53
03/25/2022	ACH4698	Cummins Power South	\$ 2,033.95
03/11/2022	ACH4664	MADER ELECTRIC INC	\$ 2,015.07
04/08/2022	ACH4743	CINTAS FIRE 636525	\$ 2,010.00
04/22/2022	39494	Florida Department of Health	\$ 2,000.00
03/25/2022	ACH4709	JOHNSON ENGINEERING INC	\$ 1,971.25
04/22/2022	ACH4804	Matt's Lawn Service	\$ 1,935.00
03/11/2022	ACH4662	KEETON'S OFFICE & ART SUPPLY	\$ 1,894.38
04/08/2022	ACH4753	Hach Company	\$ 1,725.40
03/25/2022	ACH4720	PMC ENGINEERING LLC	\$ 1,647.23
04/08/2022	ACH4755	KEETON'S OFFICE & ART SUPPLY	\$ 1,640.80
03/25/2022	ACH4690	CenturyLink-6358	\$ 1,631.17
03/11/2022	ACH4649	CINTAS	\$ 1,532.04
04/22/2022	39496	GRAINGER	\$ 1,422.32
04/08/2022	39481	GRAINGER	\$ 1,387.84
04/22/2022	ACH4806	MIS Moss Integration Solutions Inc	\$ 1,372.63
04/08/2022	ACH4750	Fisher Scientific	\$ 1,356.37
03/11/2022	ACH4667	Precision Gate & Security Inc	\$ 1,350.00
04/22/2022	ACH4785	CORONADO LAWN SERVICE OF FL	\$ 1,335.00
04/22/2022	39501	Pollard Water-Ferguson Enterprises	\$ 1,220.72
04/22/2022	39493	Florida Assoc for Water Quality Control	\$ 1,200.00
03/11/2022	ACH4659	Hach Company	\$ 1,197.84
04/08/2022	ACH4761	RING POWER CORPORATION	\$ 1,152.93
04/22/2022	ACH4816	THERMO ELECTRON NORTH AMERICA LLC	\$ 1,141.00
03/25/2022	39473	U.S. BANK EQUIPMENT FINANCE	\$ 1,126.36
04/22/2022	39510	U.S. BANK EQUIPMENT FINANCE	\$ 1,126.36
03/25/2022	ACH4681	Air Mechanical & Service Corp	\$ 1,090.77
03/11/2022	ACH4634	AA ELECTRIC SE INC	\$ 1,062.67
04/22/2022	ACH4809	PRO-CHEM INC	\$ 1,045.90
04/22/2022	ACH4769	AIR CENTERS-FLORIDA	\$ 1,038.53
04/22/2022	39508	TIRE KINGDOM	\$ 1,026.22
03/25/2022	ACH4715	Minuteman Security Technology Inc	\$ 987.00
04/08/2022	39478	CS3 Waterworks	\$ 975.00
03/11/2022	ACH4676	USA Bluebook	\$ 909.22
03/25/2022	ACH4694	CINTAS	\$ 906.56
03/11/2022	ACH4651	CROM ENGINEERING & CONSTRUCTION SVC	\$ 864.00
03/25/2022	ACH4717	MSC INDUSTRIAL SUPPLY CO	\$ 857.75
03/11/2022	39455	SMITH RANCH & GARDEN INC	\$ 833.00
03/25/2022	ACH4716	MOCK ENGINEERING INC	\$ 810.00
04/22/2022	ACH4810	PROGRESSIVE WATER RESOURCES LLC	\$ 809.25
03/25/2022	ACH4685	BENCHMARK ENVIROANALYTICAL INC	\$ 758.00
04/22/2022	39512	WM F. McDonough Plumbing Inc	\$ 751.88
03/25/2022	ACH4727	THE BANK OF NEW YORK MELLON	\$ 750.00
03/11/2022	39458	WOMACK SANITATION INC	\$ 750.00
04/22/2022	ACH4802	MAIN GATE ENTERPRISES INC.	\$ 732.00
04/22/2022	ACH4783	CINTAS	\$ 721.52
03/11/2022	39446	DESOTO AUTOMOTIVE ENTERPRISES INC	\$ 698.00
03/25/2022	ACH4702	Fisher Scientific	\$ 696.66
04/22/2022	ACH4771	AIRGAS USA LLC	\$ 690.59
04/22/2022	ACH4805	MCMaster-CARR SUPPLY CO	\$ 690.29
03/25/2022	ACH4714	Mike Coates	\$ 685.36
03/25/2022	39468	HOME DEPOT	\$ 679.14
03/25/2022	ACH4713	Matt's Lawn Service	\$ 675.00
03/25/2022	39467	GRAINGER	\$ 658.44
04/22/2022	39502	Risk Management Associates Inc	\$ 644.00
03/25/2022	ACH4726	SUTTER ROOFING COMPANY OF FLORIDA	\$ 635.00

**PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY****CHECK REGISTER: MARCH & APRIL 2022****By Amount Largest to Smallest****PUBLIC FUNDS INTEREST CHECKING (PNC)**

<b>Date</b>	<b>Document Number</b>	<b>Payee Name / Description</b>	<b>Amount</b>
04/08/2022	ACH4744	Cummins Power South	\$ 611.14
03/11/2022	ACH4640	BENCHMARK ENVIROANALYTICAL INC	\$ 587.00
03/25/2022	ACH4718	PHENOVA INC	\$ 570.90
04/08/2022	ACH4765	ULINE	\$ 543.20
03/11/2022	ACH4665	MOCK ENGINEERING INC	\$ 515.00
04/22/2022	ACH4800	KEETON'S OFFICE & ART SUPPLY	\$ 488.04
03/11/2022	39453	Manatee County Utilities Department	\$ 484.34
03/11/2022	ACH4656	FEL-FT MYERS WATERWORKS	\$ 473.24
04/22/2022	ACH4770	Air Mechanical & Service Corp	\$ 468.56
03/25/2022	39465	DMS-FINANCIAL MGMT SERVICES	\$ 453.77
03/11/2022	39456	SyTech INC	\$ 450.00
04/22/2022	39492	DMS-FINANCIAL MGMT SERVICES	\$ 446.97
03/11/2022	ADBT31122	STATE OF FLORIDA DISBURSEMENT UNIT	\$ 444.75
03/25/2022	ADBT032522	STATE OF FLORIDA DISBURSEMENT UNIT	\$ 444.75
04/08/2022	ADBT040822	STATE OF FLORIDA DISBURSEMENT UNIT	\$ 444.75
04/22/2022	ACH042222	STATE OF FLORIDA DISBURSEMENT UNIT	\$ 444.75
03/11/2022	ACH4668	PRO-CHEM INC	\$ 434.80
04/22/2022	ACH4778	BLUSITE SOLUTIONS OF SOUTHWEST FLORIDA	\$ 433.48
03/11/2022	ACH4652	Daniel J Roberts	\$ 424.91
03/11/2022	ACH4641	BLUSITE SOLUTIONS OF SOUTHWEST FLORIDA	\$ 399.48
04/22/2022	ACH4807	MSC INDUSTRIAL SUPPLY CO	\$ 385.17
03/11/2022	39451	HOME DEPOT	\$ 383.47
03/11/2022	ACH4646	CENTURYLINK	\$ 367.50
03/25/2022	39462	CHARLOTTE PLUMBING & BATH INC	\$ 367.50
04/08/2022	ACH4740	CENTURYLINK	\$ 367.05
03/25/2022	ACH4701	FEL-FT MYERS WATERWORKS	\$ 361.97
03/11/2022	ACH4657	Fiber Solutions	\$ 360.00
03/25/2022	ACH4710	KEETON'S OFFICE & ART SUPPLY	\$ 341.35
04/22/2022	39503	SAM'S CLUB	\$ 333.73
03/11/2022	39445	Desoto Agriculture & Automotive Supply	\$ 322.62
04/22/2022	39497	HOME DEPOT	\$ 316.37
03/25/2022	ACH4696	Commercial Fire & Communications	\$ 312.00
04/22/2022	ACH4773	ALLIANCE FIRE & SAFETY	\$ 300.00
04/22/2022	ACH4822	WOMACK SANITATION INC	\$ 298.00
03/11/2022	ACH4674	TRULY NOLEN BRANCH 079	\$ 275.00
04/22/2022	ACH4812	SARASOTA HERALD TRIBUNE	\$ 269.50
04/08/2022	39484	Manatee County Utilities Department	\$ 262.18
04/22/2022	ACH4789	FEL-FT MYERS WATERWORKS	\$ 260.59
04/08/2022	ACH4737	BENCHMARK ENVIROANALYTICAL INC	\$ 258.00
04/22/2022	ACH4784	COLE-PARMER INSTRUMENT CO	\$ 257.60
03/25/2022	ACH4703	FRONTIER COMMUNICATIONS-305	\$ 240.98
04/22/2022	ACH4791	FRONTIER COMMUNICATIONS-305	\$ 240.98
04/08/2022	39486	PREFERRED GOVERNMENT INSURANCE TRUS	\$ 240.00
04/08/2022	39482	HOME DEPOT	\$ 235.02
03/25/2022	39461	CHARLOTTE CO. CHAM OF COMMERCE	\$ 225.00
03/25/2022	ACH4684	BATTERIES PLUS BULBS #451	\$ 222.68
04/22/2022	ACH4814	SUNSHINE ACE HARDWARE	\$ 219.77
03/11/2022	ACH4666	Navitas Credit Corp	\$ 211.58
03/25/2022	ACH4719	Pitney Bowes- Lease	\$ 209.85
03/11/2022	ACH4658	Frontier-941	\$ 208.47
04/08/2022	ACH4751	Frontier-941	\$ 208.47
03/25/2022	39475	Waste Pro Bradenton/Sarasota	\$ 190.00
04/08/2022	39488	Waste Pro Bradenton/Sarasota	\$ 190.00
04/22/2022	39509	TRACTOR SUPPLY COMPANY CREDIT PLAN	\$ 178.94
03/11/2022	ACH4637	AIRGAS USA LLC	\$ 160.27
04/08/2022	39487	THE SUN	\$ 155.87
04/22/2022	ACH4786	DONALD MORTON (V)	\$ 150.00
04/22/2022	ACH4787	ENVIRONMENTAL EXPRESS INC.	\$ 148.11
03/11/2022	ACH4660	Hostetler Irrigation Inc	\$ 147.85
04/22/2022	ACH4794	Hostetler Irrigation Inc	\$ 147.85

**PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY****CHECK REGISTER: MARCH & APRIL 2022****By Amount Largest to Smallest****PUBLIC FUNDS INTEREST CHECKING (PNC)**

<b>Date</b>	<b>Document Number</b>	<b>Payee Name / Description</b>	<b>Amount</b>
04/22/2022	39500	NaturZone Pest Control	\$ 142.80
03/25/2022	ACH4691	Centurylink 3363	\$ 141.75
04/22/2022	ACH4782	Centurylink 3363	\$ 141.27
04/08/2022	ACH4758	PRO-CHEM INC	\$ 136.90
04/22/2022	ACH4781	CED - Port Charlotte	\$ 135.03
04/22/2022	39507	THE SUN	\$ 127.27
03/25/2022	ACH4680	Agilent Technologies Inc	\$ 125.90
03/11/2022	ACH4655	FEDERAL EXPRESS	\$ 120.39
03/25/2022	ACH4679	ADVANTAGE CARE INC.	\$ 120.00
04/22/2022	ACH4788	FEDERAL EXPRESS	\$ 109.72
04/22/2022	ACH4798	Jim Guida	\$ 105.00
04/22/2022	39506	TEST GAUGE INC	\$ 96.81
03/25/2022	39472	TEST GAUGE INC	\$ 96.44
03/25/2022	ACH4689	CED - Port Charlotte	\$ 95.57
04/22/2022	39490	Braden River Utilities LLC	\$ 94.42
04/22/2022	39511	VERIZON WIRELESS	\$ 93.06
03/25/2022	39460	Braden River Utilities LLC	\$ 92.38
03/25/2022	39474	VERIZON WIRELESS	\$ 91.70
04/08/2022	ACH4763	SUNSHINE ACE HARDWARE	\$ 87.39
03/25/2022	ACH4723	Rachel V Kersten (V)	\$ 81.23
03/11/2022	39454	NaturZone Pest Control	\$ 79.80
04/08/2022	39485	NaturZone Pest Control	\$ 79.80
04/08/2022	ACH4734	Air Mechanical & Service Corp	\$ 78.00
03/25/2022	ACH4700	FEDERAL EXPRESS	\$ 76.61
03/25/2022	39471	SAM'S CLUB	\$ 62.14
03/11/2022	ACH4672	SUNSHINE STATE ONE CALL OF FL INC	\$ 57.98
04/22/2022	ACH4815	SUNSHINE STATE ONE CALL OF FL INC	\$ 57.98
03/11/2022	ACH4650	COLE-PARMER INSTRUMENT CO	\$ 46.14
03/11/2022	ACH4671	SUNSHINE ACE HARDWARE	\$ 39.97
04/22/2022	39489	BILL'S BOTTLED WATER SERVICE	\$ 37.50
04/22/2022	39495	FLORIDA DEPARTMENT OF STATE	\$ 32.06
04/08/2022	ACH4749	FEDERAL EXPRESS	\$ 30.50
03/25/2022	39459	BILL'S BOTTLED WATER SERVICE	\$ 27.00
03/11/2022	39457	TRACTOR SUPPLY COMPANY CREDIT PLAN	\$ 26.97
04/22/2022	39505	SMITH RANCH & GARDEN INC	\$ 21.97
04/08/2022	39483	LWR Town Center Association Inc	\$ 20.00
03/11/2022	39448	FENDER'S TIRE & BATTERY INC	\$ 10.00
03/11/2022	39447	DEX IMAGING	\$ 8.00
03/25/2022	39466	FLORIDA DEPT OF TRANSPORTATION	\$ 2.50
<b>Total</b>			<b>\$ 3,437,645.50</b>



**PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY**  
**CHECK REGISTER: MARCH & APRIL 2022**

**CONSTRUCTION CHECKING (PNC)**

<b>Date</b>	<b>Document Number</b>	<b>Payee Name / Description</b>	<b>Amount</b>
03/25/2022	CACH193	TKW CONSULTING ENGINEERS INC	\$ 24,725.44
04/22/2022	CACH194	HDR ENGINEERING INC	\$ 55,199.67
04/22/2022	CACH195	TKW CONSULTING ENGINEERS INC	\$ 5,880.70
<b>Total</b>			<b>\$ 85,805.81</b>

**PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY**

**CHECK REGISTER: MARCH & APRIL 2022**

**Alphabetically by Vendor**

**CONSTRUCTION CHECKING (PNC)**

<b>Date</b>	<b>Document Number</b>	<b>Payee Name / Description</b>	<b>Amount</b>
04/22/2022	CACH194	HDR ENGINEERING INC	\$ 55,199.67
03/25/2022	CACH193	TKW CONSULTING ENGINEERS INC	\$ 24,725.44
04/22/2022	CACH195	TKW CONSULTING ENGINEERS INC	\$ 5,880.70
<b>Total</b>			<b>\$ 85,805.81</b>

**PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY**

**CHECK REGISTER: MARCH & APRIL 2022**

**By Amount Largest to Smallest**

**CONSTRUCTION CHECKING (PNC)**

<b>Date</b>	<b>Document Number</b>	<b>Payee Name / Description</b>	<b>Amount</b>
04/22/2022	CACH194	HDR ENGINEERING INC	\$ 55,199.67
03/25/2022	CACH193	TKW CONSULTING ENGINEERS INC	\$ 24,725.44
04/22/2022	CACH195	TKW CONSULTING ENGINEERS INC	\$ 5,880.70
<b>Total</b>			<b>\$ 85,805.81</b>

***PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY  
BOARD OF DIRECTORS MEETING  
June 1, 2022***

**ROUTINE STATUS REPORTS  
ITEM 3**

**Peace River Regional Reservoir No. 3 (PR<sup>3</sup>) Feasibility and Siting Study**

## **ROUTINE STATUS REPORTS ITEM 3**

### **Project Status Report**

**Project:** Peace River Regional Reservoir No. 3 (PR<sup>3</sup>) Project

**Date:** June 1, 2022

**Prepared by:** Terri Holcomb, PE, Director of Engineering

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### **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 (PR<sup>3</sup>) 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 (PR<sup>3</sup>) 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:** June 1, 2022

**Prepared by:** Terri Holcomb, PE, Director of Engineering

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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 12<sup>th</sup> 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 14<sup>th</sup>, 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 5<sup>th</sup> with comments provided to HDR on February 23<sup>rd</sup>. On February 10<sup>th</sup> 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 11<sup>th</sup>.

- March 2021  
The Consultant was on-site at the RV Griffin Reserve for their 3<sup>rd</sup> field review on March 9<sup>th</sup>. Following the Monthly Progress Meeting held on March 11<sup>th</sup>, 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 2<sup>nd</sup> for Review. The Monthly Progress Meeting was held on April 14<sup>th</sup> in conjunction with a presentation on the Envision Certification Program. A pre-application meeting with the FDEP was also held on April 14<sup>th</sup>. The Draft Technical Memorandums on System Configuration Hydraulic Evaluations and Water Quality Considerations (Tasks 5.2 and 5.3 respectively were received on April 23<sup>rd</sup>. Received response on April 30<sup>th</sup> 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 13<sup>th</sup>. The Draft Technical Memorandum on Cultural Resources and Permitting Plan (Task 3.3 and 3.4 Respectively) was received on May 13<sup>th</sup>.
- June 2021  
The Monthly Progress Meeting was held on June 10<sup>th</sup>. Meeting with Florida Fish & Wildlife June 16<sup>th</sup> 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 25<sup>th</sup> and Construction Considerations and Access on June 30<sup>th</sup>.
- 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.
- August 2021  
The Monthly Progress Meeting was held on August 12<sup>th</sup>, 2021. The following deliverables were received:  
August 19: Final TM No. 6 – Property Acquisition and Considerations  
August 23: Final TM No. 4 – Geologic and Geotechnical Considerations  
August 27: Final TM No. 3.3\_3.4 – Cultural Resources and Permitting  
August 27: Final TM No. 3.5 – Wetland Evaluation and Wildlife Assessment  
August 30: Final TM on Floodplain and Floodway Impacts  
August 31: Final TM No. 3.2 – Environmental Impacts and Mitigation Opportunities
- September 2021  
The Monthly Progress Meeting was held on September 9<sup>th</sup>, 2021. The following deliverables were received:  
September 10: Final TM No. 7 – Construction Considerations  
September 15: Draft TM No. 5 – Hydraulics, Water Quality and Operational Considerations

September 15: Draft TM No. 2.2 – Decision Support for Alternatives Evaluation

- October 2021 The Monthly Progress Meeting was held on October 7, 2021. The following deliverables were received:  
October 25: Final TM No. 2.2 – Decision Support for Alternatives Evaluation
- November 2021 The following deliverables were received:  
November 2: Draft Feasibility and Siting Report  
November 3: Presentation at Professional Staff Meeting to provide a progress update on the project
- December 2021 A Project Update/Presentation on the Final Feasibility and Siting Study was made to the Board on December 1<sup>st</sup>. A follow-up pre-application meeting with USACE was held on December 9<sup>th</sup>. The Consultant submitted a final copy (pdf) of the Feasibility and Siting Study on December 27<sup>th</sup>, 2021.
- January 2022 Consultant began Caracara field investigations on January 5<sup>th</sup> and continued on-site January 20<sup>th</sup>, 2022.
- February 2022 Consultant Team Continues to complete the Caracara field investigations. Additional field studies were completed on February 3<sup>rd</sup> and February 17<sup>th</sup>, 2022.
- March 2022 Consultant Team Continues to complete the Caracara field investigations. Additional field studies were completed on March 3<sup>rd</sup>, March 16<sup>th</sup> and March 31<sup>st</sup>, 2022.
- April 2022 Consultant Team Continues to complete the Caracara field investigations. Additional field studies were completed on April 14<sup>th</sup> and April 28<sup>th</sup>, 2022.
- May 2022 Consultant Team Completing the Protected Species - Caracara Study, development.



***PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY  
BOARD OF DIRECTORS MEETING  
June 1, 2022***

**ROUTINE STATUS REPORTS  
ITEM 4**

**Peace River Regional Reservoir No. 3 (PR<sup>3</sup>) Preliminary Engineering  
and Third-Party Review**

## ROUTINE STATUS REPORTS ITEM 4

### **Project Status Report**

**Project:** Peace River Regional Reservoir No. 3 (PR<sup>3</sup>) Project – Preliminary Engineering

**Date:** June 1, 2022

**Prepared by:** Terri Holcomb, PE, Director of Engineering

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### **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 (PR<sup>3</sup>) 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 \$3,625,000.

### **Current status**

Work Order No. 2 'Peace River Regional Reservoir (PR<sup>3</sup>) Project Preliminary Design, Permitting and Third-Party Review' with HDR Engineering, Inc. includes environmental and geotechnical site characterization; 15% and 30% Design Documents; Development of the Basis of Design Report; environmental permit applications and mitigation strategy development. Board Approval of the Work Order No. 2 – Peace River Regional Reservoir (PR<sup>3</sup>) Project Preliminary Design, Permitting and Third-Party Review in the amount of \$7,249,966.00 occurred on February 3, 2022 with a completion date of June 31, 2023. The Project is currently on schedule and budget.

## Project History Briefing

**Project:** Peace River Regional Reservoir (PR3) Project Preliminary Design, Permitting and Third-Party Review

**Date:** June 1, 2022

**Prepared by:** Terri Holcomb, PE, Director of Engineering

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The following information summarizes the historical milestones and key events to date for Work Order No. 2 - Peace River Regional Reservoir (PR3) Project Preliminary Design, Permitting and Third-Party Review Project.

- February 2022** Board approved the Peace River Regional Reservoir (PR3) Project Preliminary Design, Permitting and Third-Party Review Work Order No. 2 on February 3, 2022.
- March 2022** The Site Characterization Task commenced with the Geotechnical Kick-Off meeting on March 1<sup>st</sup>. The Wetland Delineations began on March 17<sup>th</sup> and continued on March 18<sup>th</sup> and again on March 28<sup>th</sup> – 30<sup>th</sup>. The first Monthly Progress Meeting was held on March 17<sup>th</sup>. Geotechnical field investigations began on March 14<sup>th</sup> with the equipment being mobilized to the Reserve. Soil/auger borings and other geotechnical investigations will continue through June.
- April 2022** The Monthly Progress Meeting was held on April 14<sup>th</sup>. Wetland delineations continued April 11<sup>th</sup> – 14<sup>th</sup>; and April 20<sup>th</sup> – 22<sup>nd</sup>. Geotechnical field investigations continued throughout the month of April.
- May 2022** The Monthly Progress Meeting was held on May 10<sup>th</sup>. The Consultant held a System Conveyance Workshop on May 2<sup>nd</sup> with Operations, Engineering and Water Resources staff. An Environmental Permitting / Mitigation Strategy meeting was held virtually on May 12<sup>th</sup>. Geotechnical field investigations continued through the month of May.

***PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY  
BOARD OF DIRECTORS MEETING  
June 1, 2022***

**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:** June 1, 2022

**Prepared by:** Ford Ritz, P.E., Project Engineer

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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 originally 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. 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 (KH) was issued the Notice-to-Proceed on January 6, 2021. Project completion is 15-months from the NTP date.

**Current status**

KH completed the Feasibility and Routing Study for the Phase 2B & 2C Pipelines (project) on time and under budget. Project recommendations include a 42-inch diameter regional transmission main extending from Serris Boulevard, generally west and south in Charlotte County crossing the Myakka River, and then extending west and north to the Sarasota County Carlton Water Treatment Facility, a total of approximately 33 miles. As explained at the April 6, 2022, Board meeting, the project will proceed in two phases. Phase 2B will extend from Serris Boulevard west and south to the Charlotte County Gulf Cove Booster Pumping Station a distance of approximately 13 miles. Phase 2B Design will begin in FY2023. Phase 2C is proposed to extend from the Gulf Cove Booster Pumping Station west and north to the Carlton Water Treatment Facility, a distance of about 20 miles. Design of this Phase will begin at a later date.

At the April Board meeting, Kimley Horn presented the recommended route for the Phase 2B pipeline. Additionally, the Authority discussed the Interlocal Agreement between Charlotte County and the Authority for the Phase 2B Project (design and construction). The Board approved both items in separated motions.

### **Project History Briefing**

**Project:** Regional Integrated Loop System Phase 2B & 2C Pipelines Feasibility and Routing Study

**Date:** June 1, 2022

**Prepared by:** Ford Ritz, P.E., Project Engineer

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The following information summarizes the historical milestones and events of the Regional Integrated Loop System Phase 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 (on a 50% level).
- 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 2<sup>nd</sup> 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.
- July 19, 2021 – KH met with the Authority to discuss feedback from the Authority on the draft Technical Memorandum No. 1 including future demands, the Standard Operating Protocol procedures for regional emergencies, and alternative alignments based on earlier discussions with regional customers.
- August 4, 2021 – KH met with the Authority to discuss progress on the GIS criteria data base development for 2B/2C alternative route alignments. Each route has been subdivided into segments for analysis and evaluation.
- August 23, 2021 – A meeting was hosted by Charlotte County/Jones Edmunds, with KH and the Authority to discuss the progress of the Charlotte County Potable Water Master Plan. The discussion included updated demand projections for Charlotte County and routing alternatives.
- August 24, 2021 – KH met with the Authority to discuss the 8/23/21 meeting with Charlotte County regarding the updated potable water demand projections and potential routes discussed with Charlotte County.

- September 8, 2021 – A meeting was led by Kimley Horn, with Authority and SWFWMD staff, to discuss KH’s updated Technical Memorandum No. 1 (TM1) for the Feasibility and Routing Study for the 2B/2C pipeline project based upon earlier feedback from the Authority on July 19<sup>th</sup> and a subsequent meeting with Charlotte County on August 23<sup>rd</sup>. The discussion included updated Charlotte County Water Master Plan demand projections and alternative routes for crossing the Myakka River via horizontal directional drill (HDD).
- September 14, 2021 – the Authority met with KH and their environmental subconsultant EarthBalance to discuss potential impacts of Conservation easements along Phase 2B/2C route alignments being considered at locations for HDD crossing of the Myakka River.
- September 30, 2021 - the Authority met with KH to provide and discuss Authority feedback on the TM1 final draft.
- October 20, 2021 – The Authority developed non-direct cost criteria evaluation weights to be applied by KH in their analysis for determining route feasibility. Opinions for non-direct cost evaluation weights was provided by Authority staff from Engineering, Operations, Maintenance, Construction and Water Resources departments. Non-cost criteria included, constructability, public impacts, safety, operations and maintenance, consistency with long range planning, environmental permitting complexities, land requirements, and impacts to cultural resources.
- October 22, 2021 – The Route Evaluation Workshop was held with KH and Authority staff to discuss permitting evaluations, route segment data collected in GIS, weighting factors for non-direct cost criteria and evaluation methodology. KH has subdivided potential route alignments into approximately 50 segments. The GIS data base will be used to quantify impacts on non-direct cost factors for each segment. Based on evaluation, segments will then be consolidated to develop a shortlist of feasible route alignments for the Phase 2B and Phase 2C pipelines. KH presented GIS data for several segments at the meeting for discussion.
- October 26, 2021 – KH submitted TM1 which will be included as an appendix in the Final Report.
- November 2021 – KH has been corresponding with SWFWMD to schedule a meeting to discuss permitting/easements for route segments west of the Myakka River on SWFWMD property. A meeting with the Real-Estate and Land Use Section is anticipated in late November or early December.
- January 5, 2022 – KH and the Authority met with Charlotte County to discuss extending the Phase 2B Pipeline to the Charlotte County Gulf Cove Booster Pump Station located south of the Myakka River. Under Phase 2B, a horizontal directional drill (HDD) would be installed across the Myakka River, upland to upland, and the pipeline extended south to the Gulf Cove Facility.
- January 5, 2022 – KH and the Authority also met with the SWFWMD 2B/2C Project Manager and SWFWMD Real Estate representatives to discuss the possibility of the Phase

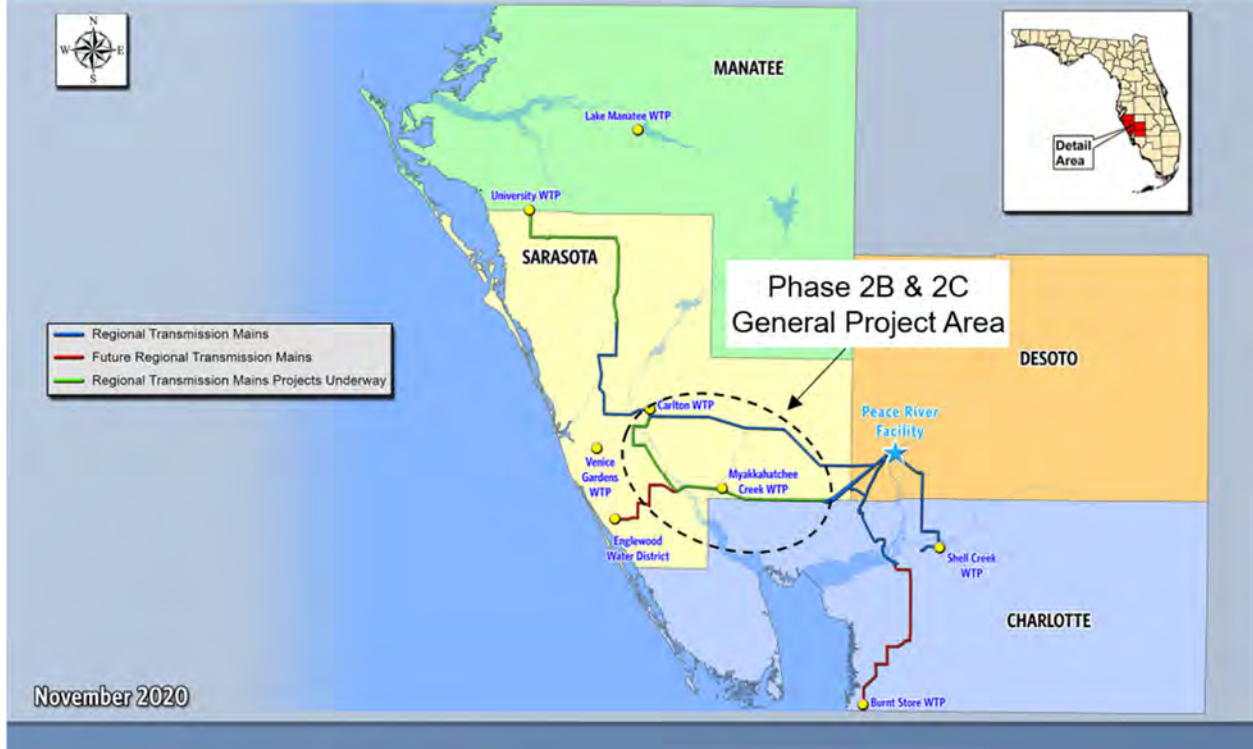
2C Pipeline alignment extending to the west, crossing SWFWMD/State Lands (Myakka State Forest) in the future. SWFWMD noted that although the Myakka State Forest is located on SWFWMD property, the State Manages the property and has a controlling interest regarding what happens on the property. SWFWMD representatives are hold a meeting with State Representatives in the near future to discuss.

- January 14, 2022 – KH and the Authority met to discuss KH’s feasible routes for each phase of the project and the results of Phase 2B/2C Routing and Feasibility Study which will be discussed at the February 2, 2022 Board meeting. Route selections are based in general on, permitting evaluation, route segment GIS database analysis and weighting factors for non-direct cost criteria. KH has also developed opinions of probable costs for each feasible route.
- February 18, 2022 – KH and the Authority with SWFWMD District (PM and representative from Real Estate) to further discuss the Phase 2B&2C pipelines crossing District Lands/Myakka State Forest. Additional information was presented to the district for consideration and meetings to follow with the State regarding crossing the Myakka State Forest. In general, the Authority stated that we would work closely with the District and the State to accommodate concerns regarding crossing the District Lands/Myakka State Forest.
- February 18, 2022 – KH, Authority and SWFWMD to discuss the draft Final Feasibility and Routing Study report. The report was forwarded to SWFWMD for review and comments.
- February 25, 2022 – Authority met with Charlotte County Utilities to discuss the project schedule for the completion of Phase 2B which based on the Feasibility and Routing Study will terminate at the Charlotte County Gulf Cove Water Booster Pumping Station. Charlotte County Utilities proposed an earlier completion date of the 3th quarter of 2026.
- March 8, 2022 – Authority and KH met to discuss the Feasibility and Routing Study presentation to the Board on April 6<sup>th</sup> and to discuss Authority comments on the draft Final Report. KH discussed their selected feasible routes for the Phase 2B pipeline and the Phase 2B pipeline. KH also discussed the recommended route for the Phase 2B pipeline.
- March 9, 2022 – SWFWMD returned comments to the Authority on the Draft Final report which were forwarded to KH by the Authority.
- March 28, 2022 – KH submitted the Final Feasibility and Routing Study Report to the Authority.
- April 6, 2022, Board Meeting – KH presented the recommended route for the Phase 2B Interconnect Pipeline (2B.1) to the Board. The Authority stated that going forward the PH2B/2C project would proceed as two separate Projects, the PH2B Interconnect Pipeline and the PH2C Interconnect Pipeline. The PH2B Pipeline with use a Progressive Design Build Delivery approach for design and construction of the project. Final construction completion for the Phase 2B Pipeline Project is anticipated to be March 1, 2026. The PH2C Pipeline Project has been deferred until 2029 based upon projected water demands from Regional Customers/Members per the Authority’s Capital Improvements Project (CIP) and

Capital Needs Assessments (CNA) planning. The Board approved, a Motion for the Recommended PH2B Route, and a Motion for the Interlocal Agreement between Charlotte County and the Authority for the PH2B Project.

- April 25, 2022 – KH submitted the Final Invoice for the PH2B/2C Feasibility and Routing Study for the period ending March 31, 2022. The Final Work Order amount was \$388,760.

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



***PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY  
BOARD OF DIRECTORS MEETING  
June 1, 2022***

**ROUTINE STATUS REPORTS  
ITEM 6**

**Regional Integrated Loop System Phase 3C Feasibility & Routing Study**

## **Project Status Report**

**Project:** Phase 3C Pipeline Feasibility and Routing Study

**Date:** June 1, 2022

**Prepared by:** Richard Anderson, Director of Operations

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## **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:** June 1, 2022

**Prepared by:** Richard Anderson, Director of Operations

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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 23<sup>rd</sup> to review the Regional Hydraulic Pipeline model to insure both projects shared common information.
- March 2021 Progress Meeting was held on March 4<sup>th</sup>. Consultant staff beginning analysis on preliminary routes. Wade Trim submitted a formal project schedule on March 15<sup>th</sup>.
- April 2021 Progress Meetings were held on April 6<sup>th</sup> and April 20<sup>th</sup>. Consultant staff continuing analysis on preliminary routes. Stakeholder meetings were held with Sarasota County on April 13<sup>th</sup> and Manatee County on April 27<sup>th</sup>. Input from both Members will be included in the route analysis.



- May 2021 Progress Meetings were held on May 4<sup>th</sup> and May 20<sup>th</sup>. 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 2<sup>nd</sup>. A stakeholder meeting with Hi Hat Ranch was held on June 10<sup>th</sup> to discuss potential pipeline routes near the Hi Hat development. Progress Meeting was held on June 15<sup>th</sup>. 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 13<sup>th</sup>. 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 29<sup>th</sup>.
- August 2021 Progress Meetings were held on August 10<sup>th</sup> and August 24<sup>th</sup>. Preliminary site plans for potential pump station locations were provided along with setback and zoning categories for the different parcels. Modeling results with system pressure contours were distributed to the team. Results show it is possible to deliver up to 30 MGD to Manatee County in emergency conditions. Ardurra to look at modeling parameters more closely to identify possible flow errors.
- September 2021 Progress Meeting was held on September 14<sup>th</sup>. Reviewed draft pumping station site sketches for Hi Hat Ranch and 450 DK, LLC locations. Hydraulic modeling continues by Ardurra. Ardurra staff requested information on Authority meter locations to compare flows. Individual maps of shortlisted routes were distributed to the group for review. Next progress meeting scheduled for September 28.

- October 2021  
Progress Meetings were held on October 13<sup>th</sup> and 26<sup>th</sup> to evaluate viable routes and segments, and potential pumping station locations. Hydraulic modeling continues by Ardurra. An easement and routing meeting was held on October 27<sup>th</sup> with Florida Power & Light to discuss co-location options within or adjacent to the FPL corridor. Indications are the FPL is unlikely to grant a permanent easement within their corridor. An internal follow up meeting was held on October 29<sup>th</sup> to discuss alternate easement and right of way options.
- November 2021  
An initial Routing Shortlist Meeting was held on November 9<sup>th</sup>. Staff reviewed and ranked potential routes for discussion. Wade Trim will revise route maps and create route “segments” based on staff ranking of the various alternatives. Peace River staff met with Manatee County Utilities senior staff on November 17<sup>th</sup> for a project overview and discussion of the County’s water needs in the future. Next progress meeting scheduled for November 23<sup>rd</sup>.
- December 2021  
A Route Shortlist Meeting was held on December 7<sup>th</sup>. Wade Trim has developed 3 short list routes from Clark to Fruitville Rd. Staff reviewed and ranked potential routes for discussion. Wade Trim and Ardurra continue to investigate potential pump station locations and contact property owners. Peace River staff met with Sarasota County Utilities senior staff on December 13<sup>th</sup> for a project overview and discussion of alternative Pumping Station locations. The Authority submitted an offer for pump station property on 12/30/21.
- January 2022  
Project progress meetings were held on January 4<sup>th</sup> and January 18<sup>th</sup>. Wade Trim team is finalizing short list routes for presentation to the Authority Board on February 2<sup>nd</sup>. The Authority’s offer to purchase 10 ac of property from FPL was rejected on January 11<sup>th</sup>. Authority and project team met with Hi Hat Ranch developers on January 20 to discuss pipeline route and pump station property. Next progress meeting scheduled for February 3<sup>rd</sup>.

- February 2022  
Project progress meetings were held on February 1<sup>st</sup> and February 15<sup>th</sup>. Wade Trim team completed the short list routes for presentation to the Authority Board on February 2<sup>nd</sup> with the top ranked route following a path along the Cow Pen Slough drainage easement. The project team meeting with Hi Hat Ranch developers on January 20 produced positive results regarding the acquisition of a pump station property near Fruitville and Lorraine. Next progress meeting scheduled for March 1<sup>st</sup>.
- March 2022  
Project progress meetings were held on March 1<sup>st</sup> and March 15<sup>th</sup>. Wade Trim team has finalizing short list routes and is developing their recommended route for presentation to the Authority Board on April 6<sup>th</sup>. The Authority continues to work on the purchase of 10 ac of property near the intersection of Fruitville Rd and Lorraine Rd for the location of a storage and pumping station site. Project consultants are currently preparing legal descriptions, environmental assessment and surveying in conjunction with a property appraisal. Next progress meeting scheduled for March 29<sup>th</sup>.
- April 2022  
Consultant Wade Trim presented the final Feasibility and Routing Study to the Board on April 6<sup>th</sup>. Presentation included the recommended route, Route B1, from Clark Rd to Fruitville Rd. Project progress meeting was held on April 19<sup>th</sup> to discuss status of property acquisition for the future pumping station. The Authority continues to work on the purchase of 10 ac of property near the intersection of Fruitville Rd and Lorraine Rd for the location of a storage and pumping station site. Project consultants are currently preparing legal descriptions, environmental assessment and surveying in conjunction with a property appraisal. Next progress meeting scheduled for May 17<sup>th</sup>.
- May 2022  
A final progress meeting was held on May 17<sup>th</sup> to review and accept two technical memos addressing water quality and system hydraulics. Authority staff provided final comments on the memos to Wade Trim and their sub-consultants. Final versions of the technical memos were received on May 23<sup>rd</sup>. The Authority continues to work on the purchase of 10 ac of property near the intersection of Fruitville Rd and Lorraine Rd for the location of a

storage and pumping station site. Project consultants anticipate receipt of appraisals by May 20<sup>th</sup>, followed by submission of a purchase offer by June 1<sup>st</sup>. This will be the final status report for the Phase 3C Pipeline Feasibility and Routing Study, as the project is now complete.

***PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY  
BOARD OF DIRECTORS MEETING  
June 1, 2022***

**ROUTINE STATUS REPORTS  
ITEM 7**

**DeSoto Booster Pumping Station Project**

## **Project Status Report**

**Project:** **Desoto Booster Pumping Station Modifications**  
Formerly Known As – PRMRWSA Project Prairie Pump Station Acquisition and Modification Project

**Date:** June 1, 2022

**Prepared by:** Ford Ritz, P.E., Project Engineer

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The following information summarizes the project description and current status. (see attached general project area figure).

### **Project Description**

The Project Prairie Pump Station Acquisition and Modification project includes the regional purchase of the Pump Station and Storage Facilities from DeSoto County, and modifications to integrate the facility into the regional transmission system. The Facility is strategically located to support current and future regional water supply operations. The project is co-funded by the SWFWMD and the State of Florida. The estimated project cost including the purchase from Desoto County, Design and Construction of Facility modifications is \$1,275,000. This is a Capital Improvements Project (CIP).

The Facility is located on corner of U.S.17 and S.W. Enterprise Blvd. in DeSoto County, and is adjacent and connected to the regional DeSoto County RTM and the bi-directional Phase 1 Regional Interconnect Pipeline. The Phase 1 provides a plant-to-plant connection between the Peace River Facility, and the Punta Gorda Shell Creek Water Treatment Facility located in Charlotte County.

#### Current Operations:

- Regional pipelines (DeSoto RTM or Phase 1) fill the 0.5-MG finished water storage tank – water source either the Peace River Facility or the Shell Creek Facility. Under normal operational conditions water is received from Peace River.
- DeSoto County trims chemical disinfection as needed and pumps water from the storage tank north into their distribution pipeline.

#### Future Operation:

- Increase Facility flexibility to be able to receive water from Peace River, Shell Creek or DeSoto County, trim and repump water, north, south, or east as needed.
- Provide capabilities to bypass the storage tank and repump, or bypass the facility; as determined by, operations and maintenance, or emergency conditions.
- Provide other capabilities per the Project Prairie Facilities Operational Protocol.

#### Project Scope:

- Modifications to facility piping and yard piping.
- Upgrades to disinfection chemical(s) storage and feed capabilities.

- Upgrades to SCADA interface, including a new radio and antenna.
- Evaluate existing meters and meter assemblies and make necessary modifications.

**Current status**

The Interlocal Agreement, between the Authority and Desoto County for the Acquisition of the Project Prairie Facilities has been executed and recorded. Additionally:

- Contract for Sale Purchase of the Property has been executed
- Ingress/Egress Easement for the Wastewater Lift Station (for Desoto County) has been executed

Authority's consultant (Ardurra) was issued the Notice-to-Proceed for Work Order for Design, Permitting and Construction Phase Services and is currently developing 60% design drawings.

**Project History Briefing**

**Project:** Desoto Booster Pumping Station Modifications  
Also Known As – PRMRWSA Project Prairie Pump Station Acquisition and Modification Project

**Date:** June 1, 2022

**Prepared by:** Ford Ritz, P.E., Project Engineer

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The following information summarizes the historical milestones and events of the Project Prairie

October 1, 2021 – The Interlocal Agreement, Purchase and Sale Agreement, and Operational Protocol for the acquisition of the Facility from DeSoto County was presented to the Board. Proposed funding sources include \$200,000 from the State of Florida, and \$537,500 each from the Authority and SWFWMD. The total project cost is \$1,275,000.

October 12, 2021 – Authority staff had a meeting to discuss the project and potential modification to the facility. Next steps include an internal meeting with Authority Operations and Maintenance staff, and meeting with DeSoto Operations staff. Upon Board approval of the project, a meeting will be held with the Ardurra (FKA King Engineering). Ardurra designed the Phase 1 Pipeline project which originally included yard piping alternates. The alternates were subsequently removed from the Phase 1 Pipeline final design package due to overall project cost uncertainty. Ardurra is an Authority as needed consultant.

October 12, 2021 – The FDEP Grant Agreement (LPA0208) for \$200,000 was executed by the State. The Grant Agreement will be included on the December 1, 2021 Board Meeting agenda for Board approval.

November 23, 2021 – A meeting between Authority staff and DeSoto County staff was held to discuss the upcoming project and operations of the Facility. In accordance with the acquisitional agreements between the Authority and DeSoto County, DeSoto County Utilities will continue to operate the Facility, subsequent to the purchase.

December 2021 – The Interlocal Agreement between the Authority and DeSoto County for the Acquisition of the Project Prairie Facilities, generally consisting of a 500,000-gallon ground storage tank and associated piping, a 5 MGD booster pump station and chemical feed system, yard piping and emergency generator was Board approved on December 1, 2021, and by the DeSoto County BOCC on December 14, 2021. The Document includes:



- Interlocal Agreement providing for Authority acquisition of the Facilities for \$748,731.53 – which will be co-funded by SWFWMD and the State of Florida.
- Contract for the Sales and Purchase of the site property parcel by the Authority for \$36,000 from DeSoto County.

January 25, 2021 – Closing on the purchase/sale of the property with Desoto County was completed.

January 28, 2021- Authority held a scoping meeting with Ardurra (Engineer-of-Record) at the Project Prairie Facility, to tour the facility and discuss items to be included in Ardurra’s scope of work for modifications/upgrades to be included in Ardurra’s Work Order for Engineering Services. In general, items discussed included:

- Underground repumping piping
- Meter upgrades
- Radio and antenna for Authority to monitor facility operations
- SCADA/PLC Systems integration
- Walmart fire flow pipeline – connect directly to Regional Piping
- Chemical feed/trim facilities improvements

It is anticipated that Ardurra will submit their draft scope of work in mid-March.

March 10, 2021- The SWFWMD Q248, Funding Agreement-22CF0003723 for Project Prairie Facilities Acquisition and Modification Project entered into.

March 25, 2022 – Ardurra was issued the Notice-to-Proceed for Work Order 1., for the DeSoto County Pumping Station Modification Project (DCBPS). W.O.1 lump sum cost is \$85,300.

April 1, 2022 - PRMRWSA Staff and Ardurra Staff met with DeSoto Counties Utilities at the DCBPS site to discuss day-to-day operations of the Facility. DeSoto County will continue to operate the Facility for the Authority per the Interlocal Agreement.

April 14, 2022 – The SWFWMD Co-Funding Agreement (Q248) “Task Schedule and Budget Adjustment” was entered into. Construction and Engineering costs were adjusted and the construction schedule was extended. The total cost for acquisition, design and construction of Facility Improvements did not change.

May 11, 2022 – A Teams meeting was held with Ardurra and Authority staff to discuss progress on the 60% design. Per discussion, the tank inlet meter will be upgraded, and the pump station discharge meter upgrade will most likely be included as an alternative. Ardurra stated that the technical specifications have been completed.



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



***PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY  
BOARD OF DIRECTORS MEETING  
June 1, 2022***

**ROUTINE STATUS REPORTS  
ITEM 8**

**Partially Treated Water Aquifer Storage and Recovery Project**

## **Project Status Report**

**Project:** Partially Treated Water Aquifer Storage and Recovery

**Date:** June 1, 2022

**Prepared by:** James P. Guida, , P.G., Water Resources & Planning Director

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### **Project Description**

The Authority's Aquifer Storage and Recovery (ASR) System includes 21 ASR production wells with a design storage capacity of 6.3 BG. While this system is a critical storage component for the Peace River Facilities, it is operationally expensive. Water in ASR is fully treated twice to drinking water standards; first on injection in accordance with our existing operations permit for ASR; and again on recovery as water recovered from ASR is discharged to the raw water reservoir system because of naturally occurring arsenic picked up during storage in the limestone aquifer. Operationally this makes water from ASR twice as expensive as water from the raw water reservoir system. Converting to a "partially treated" (minimal filtration and disinfection prior to injection) ASR system has the potential to offer considerable cost savings, improve ASR recovery efficiency, and may also provide opportunities to obtain credit for over-recharging the Floridan Aquifer in the Southern Water Use Caution Area (SWUCA). This is a multi-step project including:

- Modification of the existing ASR permit to allow pilot testing the partially treated ASR concept on two existing ASR production wells.
- Conducting the pilot testing, evaluating results, and re-evaluating costs for the system.
- If results are favorable the ASR system would be re-permitted to enable use of partially treated water for recharging the system.
- New pumping, filtration and disinfection facilities would be constructed adjacent to Reservoir 1 to support ASR recharge.

### **Current status**

A modification of the ASR permit to allow pilot testing of partially treated water (PTW) at Wellfield 2 was issued in December 2016. As required, an application to renew the ASR Operation permit was submitted in February 2018. Pilot testing of PTW ASR was completed and results were presented to the Board in July 2018. At the July 2018 meeting the Board authorized proceeding with permitting of PTW ASR. Authority staff met with FDEP and then submitted a written clarification of the application confirming the request to include PTW at ASR Wellfield 2 on August 23, 2018. The FDEP requested additional information to support the permit application on September 28, 2018. The Authority provided the requested information on October 12, 2018.

In a November 2018 phone discussion, FDEP staff indicated the application is complete and evaluation is continuing. Subsequent discussions with FDEP staff in January 2019 indicated agency action on the permit application would not take place until after FDEP receives U.S. Environmental Protection Agency (EPA) direction on ASR and aquifer recharge projects

proposing to store/recharge anything other than fully treated drinking water. EPA provided FDEP with a letter regarding ASR permitting on March 1, 2019. However, a June 2019 conversation with FDEP indicated they had only received direction from EPA regarding injection of fully treated drinking water. Until they receive such direction they stated will not know when they may take action on permit applications that request PTW ASR.

The Authority awaited a decision and action by the FDEP through July 2020, at which time the Authority decided to propose a plan for disinfection of PTW at ASR WF 2 in order to move the project forward. On July 30, 2020 the Authority provided the proposed plan for implementation of disinfection treatment of PTW, provided a review of secondary drinking water standards (DWS; i.e., aesthetic standards) that may require a Zone of Discharge (ZOD) or Water Quality Criteria Exemption (WQCE), and a proposed monitoring plan. Four secondary standards were identified including aluminum, color, iron, and odor. None of these secondary DWSs are regulated by the EPA.

The Authority currently has a WQCE for arsenic mobilization (issued February 12, 2013). A letter from EPA issued September 27, 2013, allows for arsenic mobilization at ASR facilities serving public water systems. The letter allows for re-permitting of Peace River's ASR facility using permit conditions which are protective of public water systems and other groundwater users. The Authority has operated the ASR system since the 1980's without endangering groundwater users. In 2020, FDEP staff indicated they now preferred a ZOD, rather than a WQCE, as the regulatory mechanism for authorizing arsenic mobilization below properties controlled by the Authority. As documented in the annual reports (the most recent being August 2021) arsenic mobilization is limited to a small number of wells under the Authority's control. Therefore, in July 2020 the Authority requested the permit include a ZOD for the foregoing secondary DWSs (i.e., aesthetic standards) and for arsenic mobilization. The requested ZOD encompasses the Suwannee Limestone below property owned or otherwise controlled by the Authority (a depth interval from 500-1,000 feet below land surface). The Authority also provided details of a proposed update to the Authority's already extensive monitoring plan.

To determine the efficacy and details of of an effective disinfection system, the Authority engaged Hazen & Sawyer to conduct a study to confirm the ideal methodology for providing disinfection of PTW. A study entitled "Disinfection Study of Partially Treated Surface Water for Aquifer Storage and Recovery" was published on September 14, 2021. The study determined that disinfection standards can be met in the PTW source water without exceeding DWSs for DBPs. On September 28, 2021, the Authority submitted the study to FDEP along with other pertinent information. Based on this information, the Authority requested the FDEP move forward with re-permitting the Authority's ASR operations as provided in the permit application.

Continued communications with FDEP since submittal of the September 2021 submittal. FDEP has informed the Authority that it would now prefer to use a Petition for WQCE (Petition) as the mechanism for authorizing exceedance of the four secondary DWSs. FDEP's preferred regulatory mechanism for re-authorizing arsenic mobilization below Authority-controlled properties remains under discussion. A conference call was conducted with FDEP on April 28, 2022, to discuss the approach and content of the Petition and the FDEP's intent with respect to the Petition and reissuance of the Operation permit. The draft Petition is in development and is anticipated to be

submitted to the FDEP within approximately the next month. Thereafter, the Petition will be advertised and acted upon by FDEP. Assuming FDEP approval of the Petition, it is anticipated they will thereafter develop a draft of the proposed Operation permit.

### **Project History Briefing**

**Project:** Partially Treated Water Aquifer Storage and Recovery

**Date:** June 1, 2022

**Prepared by:** James P. Guida, P.G., Water Resources & Planning Director

The following information summarizes the historical milestones and key events of the Partially Treated Water (PTW) ASR Project.

- October 2015 Executed Work Order 15-02 with CH2M for Partially Treated ASR Desk-Top Study October 9, 2015.
- March 2016 Desk-top study completed March 24, 2016. Recommends pilot testing partially treated concept. If pilot testing is successful, study indicates potential savings of \$334K to \$394K per year for partially treated system compared with current system. Requires new \$7.5M pumping facilities near Reservoir 1 for recharging ASR.
- April 2016 Presentation of partially treated ASR concept to Authority Board April 6, 2016. Recommended scheduling meeting with FDEP in Tallahassee to discuss concept, permit modification and pilot testing. Met with FDEP staff in Tallahassee April 29, 2016 to discuss partially treated water ASR at the Peace River Facility. Recommendation from meeting is to apply for ASR permit modification enabling pilot testing.
- May - July 2016 Began preparing application to modify ASR permit to allow pilot testing of partially treated ASR concept on two wells in Wellfield No. 2.
- August 2016 August 3, 2016 - Submitted request to FDEP for major modification of the Authority's ASR permit and associated Water Quality Criteria Exemption to enable pilot testing of partially treated ASR concept on two wells in Wellfield No. 2.
- September 2016 September 1, 2016 - Received Request for Additional Information (RAI) from FDEP to support the Authority's ASR permit modification request. September 8, 2016 - CH2M prepared and submitted responses to the FDEP's RAI. CH2M preparing Work Order for pilot testing of partially treated ASR concept on two wells in Wellfield No. 2. September 30, 2016 - Authority received Draft

Class V, Group 7 permit from FDEP including the requested changes to enable pilot testing at ASR Wells S-4 and S-20

- October 2016 Board approved WO 17-01 to CH2M for Pilot Testing at ASR Wellfield 2 (October 5, 2016).
- November 2016 Conducted Public Meeting November 17, 2016 at Peace River Facility for public comment on recently issued draft permit modification for Authority Class V Group 7 ASR system. Site visit by SWFWMD staff November 21, 2016 for review and discuss co-funding application the partially treated ASR Project.
- December 2016 Received notice of permit on December 14, 2016 authorizing pilot testing. Authorized CH2M to begin work on test set-up. Attended meeting with SWFWMD staff in Tampa on December 22<sup>nd</sup> to discuss project co-funding. Low probability for out-of-cycle funding for FY 2016 and 2017 work on this project.
- January 2017 Conducted project safety & coordination meeting with consultant and Authority staff on January 11<sup>th</sup> in preparation for beginning the test. Authority staff collecting background samples from production and monitor wells and reservoir 1. Installation of piping to ASR wells S-4 and S-20 and recharge pump is ongoing.
- February 2017 Installation of piping and pumping equipment was completed and background water quality monitoring was completed the week of February 6<sup>th</sup> and testing (recharge cycle) was initiated on February 9, 2017. An intensive data collection effort in nearby monitor and ASR production wells is ongoing. Recharge rates are averaging approximately 0.7 MGD, and 1.3 MGD into ASR wells S-4 and S-20 respectively.
- March 2017 The recharge portion of this cycle in the testing was completed on March 9, 2017. Total volume of water pumped from Reservoir 1 into S-4 and S-20 was about 60 MG. Storage and recovery portions of the testing are ongoing, as are associated data collection efforts.
- April 2017 Recovery portion of the pilot test was ceased on April 10, 2017 after recovering approximately 26 MG from Test wells S-4 & S-20 (total) in order to enable full scale recovery operations in ASR Wellfield 2. Data collection efforts supporting the pilot testing operations continued.

- May 2017

Data collection efforts associated with the test continued, and analysis of test data is underway to aid in refining the test procedure for Cycle 2 (probable timeframe mid-summer 2017). Authority and CH2M staff met on May 25<sup>th</sup> to discuss test results and plan Cycle 2 testing.
- June 2017

Authority requested test revision from FDEP on June 22, 2017 to conduct extended cycle 2 in lieu of two separate shorter cycles to complete the pilot testing program. FDEP approval received on June 27, 2017 for the extended cycle. Data analysis from Cycle 1 is ongoing. Preparing for initiation of Cycle 2 (extended) in early July. Authority staff are working with SWFWMD staff on development of the co-funding agreement for the project.
- July 2017

Initiated Cycle 2 recharge on July 6, 2017 at initial rate of 2.6 MGD. Recharge of the entire ASR system is ongoing at this time – although the other 19 ASR wells are being recharged with fully treated drinking water. Data collection is ongoing. The test pump malfunctioned a number of times in July and was ultimately moved off-site by Xylem for re-build.
- August 2017

Re-initiated Cycle 2 recharge on August 2, 2017 at rate of 2.6 MGD. Treated water recharge of the remaining 19 ASR wells is still ongoing at this time. Met with project consultant August 29, 2017 to discuss data collection and ASR Permit Renewal. Pilot Test data collection is ongoing.
- September 2017

Recharge Cycle 2 was suspended between September 6<sup>th</sup> and September 18<sup>th</sup> due to Hurricane Irma. Recharge is ongoing and projected to continue into October. Attended Sarasota delegation Meeting September 20, 2017 to discuss funding request for the PTW ASR Project. Data collection is ongoing.
- October 2017

Recharge Cycle 2 is ongoing at a rate of about 2.0 MGD. Data collection for the pilot test is ongoing.
- November 2017

Recharge Cycle 2 was terminated on November 1, 2017 and a planned 30-day storage cycle was initiated. As part of the storage cycle all recharge to ASR wellfield 2 has been suspended. ASR Wellfield 1 recharge is continuing. The recovery cycle from test wells S-4 & S-20 is scheduled to commence in early December 2017. Data collection for the pilot test is ongoing. Test pump supplier - Xylem removed their equipment from the ASR pilot test site on November 8<sup>th</sup> & 9<sup>th</sup>.



- December 2017 Recovery Cycle 2 was initiated on December 1, 2017 and will include an approximate 30-day period of recovering water from Test Wells S-4 and S-20. Data collection effort is continuing.
- January 2018 Recovery Cycle 2 was terminated on January 2, 2018. All test equipment (pumping, piping and electrical) has been removed. Data collection and evaluation is ongoing.
- February 2018 Project Consultant is evaluating data collected during the test. On February 7<sup>th</sup> a conference call was held with the FDEP staff in Tallahassee regarding pilot test results and the renewal application for the ASR system. The renewal application must be received by the FDEP by February 23, 2018 to be considered timely. Permit expires on April 23, 2018. Renewal Application was submitted on February 21, 2018.
- March 2018 Work is ongoing regarding the data analysis from the pilot test. Authority and Consultant staff held a project meeting on March 7<sup>th</sup> to discuss ongoing data analysis and project timeframe. Completion of the Final Report for the test program is projected in April 2018.
- April 2018 Held kick-off meeting (phone conference) with SWFWMD staff & project team for co-funding. Work is ongoing but geochemical analysis is behind schedule. Draft report delayed until late May with final report projected in June.
- May 2018 Work is ongoing regarding the data analysis from the pilot test. Consultant projects draft report available May 25, 2018. Projected schedule for Board consideration of the project is July 25, 2018.
- June 2018 Continuing work to finalize pilot test report. Projected schedule for Board consideration of the project is July 25, 2018.
- July 2018 Presented results from pilot testing partially treated water ASR to the Board on 7/25. Received Board authorization to proceed with permitting of PTW ASR for WF 2.
- August 2018 Pilot study completed. Project staff met with FDEP Tallahassee regulatory staff on 8/16 to discuss test results and inclusion of PTW for ASR in WF 2 in the permit. Based on those discussions, Authority issued written clarification of the request to use PTW on 8/23. FDEP staff continuing evaluation of the application.
- September 2018 Working with SWFWMD staff to revise individual task budgets in funding agreement (without changing Agreement total budget) to reflect actual expenditures and receipt of State grant funding. Received request for additional information on ASR operation Permit application 09/28/2018. Preparing RAI response.

- October 2018 Submitted RAI response 10/12/2018. Awaiting FDEP action. Continuing work on revision of SWFWMD co-funding agreement.
- November 2018 Awaiting FDEP action. Held discussions with SWFWMD staff about pulling the FY 2020 co-funding application for this project because it appears to be fully funded using currently approved dollars from SWFWMD and the State of Florida through 2020.
- December 2018 Awaiting FDEP action. Continued discussions with SWFWMD staff about pulling the FY 2020 co-funding application for this project because it appears to be fully funded using currently approved dollars from SWFWMD and the State of Florida through 2020.
- January 2019 Awaiting FDEP action. Prepared board item recommending pulling the FY 2020 co-funding application for this project for reasons atated previously. Phone discussion with FDEP staff 1/22/2019 about application status. FDEP staff reports they need to meet with the U.S. EPA to discuss ASR issues and until that is completed no action is expected to be taken on the application. U.S. EPA discussions are expected “soon”.
- February/March 2019 Received copy of March 1, 2019 letter from U.S. EPA to FDEP regarding ASR System Permitting. Awaiting FDEP interpretation of the letter and action on permit for the Authority project.
- April/ May 2019 Awaiting FDEP interpretation of the letter and action on permit for the Authority project.
- June/ July 2019 Held phone discussion with FDEP staff in June. FDEP staff indicate that the Department has not received direction from the USEPA on anything other than fully treated drinking water ASR projects and as such – until they receive such direction they do not know when they will take action on permit applications that request ASR or recharge with partially treated or raw water.
- Aug./ Sept. 2019 August 15, 2019 - received Amendment 1 to SWFWMD co-funding Agreement extending project agreement until December 31, 2021, and reducing SWFWMD funding from \$120,500 to \$20,500. Time extension required due to FDEP inactivity on ASR permit modification. Co-Funding amount reduced due to receipt of \$1M from State of Florida for the project which will carry work through most of the final design stage.
- Oct./ Nov. 2019 October 2, 2019 Board approved Amendment 1 to SWFWMD co-funding Agreement extending project agreement until December

31, 2021, and reducing SWFWMD funding from \$120,500 to \$20,500.

- Dec. 2019–June 2020      Awaiting FDEP action.
  
- July 2020      Pursuant to a July 14 conference call regarding the ASR permit application, on July 30 the Authority provided a proposed plan for using partially treated water (PTW) including disinfection treatment as a source water for PRF ASR Wellfield No. 2 (ASR WF 2). Per FDEP’s request, the Authority submitted:
  - 1) a proposed plan for the implementation of disinfection treatment of the PTW source water
  - 2) a review of the secondary drinking water standards (i.e., aesthetic standards) of the source water that may require a zone of discharge (ZOD) or water quality criteria exemption (WQCE); and
  - 3) a proposed monitoring plan

Additional infrastructure is required to implement PTW at WF 2, including a new pump station, additional piping, and filtration. The Authority also proposed disinfection treatment of the PTW (most likely chloramine; same method currently used at the PRF) to meet the total coliform groundwater discharge standard while maintaining compliance with primary drinking water standards (DWS) for disinfection byproducts (DBPs). The chloramine concentration and total contact time required for effective disinfection of PTW are to be determined through a study that will provide design criteria for related infrastructure.

A review of available data confirmed that aluminum, color, iron, and odor are the only secondary DWSs requiring a ZOD, and that there are no primary DWS of concern in the PTW other than total coliform (which is proposed to be treated through disinfection). None of these secondary DWSs are regulated by Environmental Protection Agency (EPA). The Authority currently has a WQCE for arsenic mobilization and it has been indicated by the FDEP that a ZOD for arsenic is preferred over a WQCE. The Authority requested that the permit include a ZOD for the foregoing secondary DWSs (i.e., aesthetic standards) and for arsenic mobilization that encompasses the Suwannee Limestone on property owned or otherwise controlled by the Authority (a depth interval from 500-1,000 feet below land surface). The Authority also provided details of a proposed update to the Authority’s already extensive monitoring plan.

- Aug. 2020 – Sept. 2021 The Authority engaged Hazen & Sawyer to conduct a study to confirm the ideal methodology for providing disinfection of PTW. A study entitled “Disinfection Study of Partially Treated Surface Water for Aquifer Storage and Recovery’ was published on September 14, 2021. The study determined that disinfection standards can be met in the PTW source water without exceeding DWSs for DBPs. On September 28, 2021, the Authority submitted the study to FDEP along with other pertinent information regarding the history of the Authority’s ASR operations since the 1980s, the Department’s previous authorization to conduct the PTW pilot test, results of the pilot test, and the history of the Authority’s pending permit application which has been in-house since 2018. Based on this information, the Authority requested the Department move forward with re-permitting the Authority’s ASR operations as provided in the permit application.

The Authority currently has a WQCE for arsenic mobilization that was issued February 12, 2013. A letter from EPA issued September 27, 2013, allows for arsenic mobilization at ASR facilities serving public water systems. The letter allows for re-permitting of Peace River's ASR facility using permit conditions which are protective of public water systems and other groundwater users.

The Authority has operated the ASR system since the 1980's without endangering groundwater users. As documented in the annual reports (the most recent being August 2021) arsenic mobilization is limited to a small number of wells under the Authority’s control. The report's Executive Summary lists the following points to demonstrate public health has not been endangered through operation of the ASR system.

- Water recovered from the ASR system is pumped to the reservoirs where it mixes with surface water and is then retreated at the water treatment plant (WTP), which significantly reduces the arsenic concentration. Finished water from the WTP meets all state and federal drinking water standards.
- As demonstrated in this report, the Authority has an extensive monitoring well network with a very robust dataset. This network has demonstrated that the areal extent of arsenic exceedances is limited to land owned or controlled by the Authority.
- There is strong evidence that arsenic is unstable in groundwater when influenced by ASR operations and reabsorbs to the host rock matrix relatively near the ASR boreholes.
- No competing users of the storage zone are located near either of the ASR wellfields.

- The Authority owns or controls a large area of land surrounding the ASR wellfields (institutional control) and data have demonstrated arsenic mobilization remains onsite.
- Arsenic concentrations have decreased with continued use of the ASR system, with most of the ASR wells now operating within the DWS.

The Authority requested the permit include a specific condition referencing the 2013 EPA letter, and requested the Department move forward with drafting a renewed Operation permit for storage and recovery of both potable water and PTSW from the onsite reservoirs in ASR WF 2 and only potable water in ASR WF 1. Only potable water will be recharged for the first few years under the permit renewal while the infrastructure is added to recharge PTSW which meets primary drinking water standards.

- Oct. 2021 – May 2022

Continued communications with the Department and development of the technical and legal aspects of the draft Petition for Water Quality Criteria Exemption (Petition). The petition would cover secondary drinking water standards including aluminum, iron, odor and color. A conference call was conducted with the Department on April 28, 2022, to discuss the approach and content of the Petition and the Department's intent with respect to the Petition and reissuance of the Operation permit. The draft Petition is in development and is anticipated to be submitted to the Department within the next month. Thereafter, the Petition will be advertised and acted upon by the Department. Assuming Department approval of the Petition, it is anticipated the Department will develop a draft of the proposed Operation permit.

***PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY  
BOARD OF DIRECTORS MEETING  
June 1, 2022***

**ROUTINE STATUS REPORTS  
ITEM 9**

**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:** May 16, 2022

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**Mosaic Fertilizer, LLC- South Fort Meade Mine ERP**

On March 11, 2022, Mosaic Fertilizer, LLC (“Mosaic”) submitted an application to the Florida Department of Environmental Protection (“DEP”) to expand the environmental resource permit (“ERP”), conceptual reclamation plan (“CRP”), and project area boundary of its South Fort Meade Hardee County (“SFM-HC”) mine to incorporate approximately 132 additional acres (the “2021-01 Infills Parcels”) within Section 30, Township 33 south, Range 26 east. The 2021-01 Infills Parcels are comprised of 129.2 acres recently purchased by Mosaic, along with 2.8 acres within the right-of-way of Platt Road, which Mosaic will ask the Hardee County Board of County Commissioners to vacate. The application states that acquisition of the 2021-01 Infills Parcels provides the ability for mining equipment to access 21.5 acres currently classified as “undisturbed” in the existing ERP (collectively, the expanded boundary and reclassification shall be referred to as “2021-01 Infills Project”).

The 2021-01 Infills Project consists of 153.5 acres, which is comprised of: (1) increasing the SFM-HC mine boundary and corresponding ERP Permit Area to include the 2021-01 Infills Parcels; and (2) increasing the acres to be mined/disturbed to include portions of the 2021-

01 Infills Parcels as well as reclassifying a 21.5-acre area within the existing SFM-HC mine and ERP boundary from undisturbed to mined or disturbed. Extraction of the phosphate ore present will require approximately one year to complete. Mosaic's application for the 2021-01 Infills Project also requests the following modifications to the ERP: expand the surface water management (ditch and berm) system to encompass the expanded mine boundary/project area; authorize clearing of 9.20 acres of wetlands and 2.49 acres of other surface waters ("OSWs") within the Infill Parcels; re-establish drainage patterns through mine reclamation; and authorize the application of mitigation bank credits to offset wetlands/OSWs impacts.

Additionally, the application states that Mosaic is also applying for a State 404 Permit to authorize discharges of dredged or fill material into 11.69 acres of areas treated as waters of the United States for purposes of this application, all of which are located on the 2021-01 Infills Parcels. No other impacts to waters of the United States will occur within the modified project boundaries, including within the 21.5 acres of newly accessible uplands. Generally, the State 404 Permit area is located south of Perdue Road, east of Boyd Cowart Road, west of Platt Road, and north of Jack Jones Road.

The existing South Fort Meade Mine discharges treated excess process wastewater, stormwater runoff, groundwater inflow, and reclaimed domestic wastewater from designated outfalls into unnamed swales that then discharge into the Peace River. The application for this permit modification states that during the construction phase, rainfall and runoff within the 2021-01 Infills Project area will be contained and routed to the mine water system, and that any needed discharges will be in accordance with the South Fort Meade Mine Industrial Wastewater Facility Permit No. FL0037958, which authorizes construction and operation of outfalls into Parker Branch



and Little Charlie Creek in Hardee County (both of which are located within the Peace River watershed).

On March 17, 2022, DEP issued a letter stating that DEP personnel conducted a Compliance Evaluation Inspection (“CEI”) at the South Fort Meade Mine and found that the facility appears to be in-compliance with the wastewater permit requirements, based on the areas evaluated. During the CEI, various aspects of the permit renewal application for the facility (received on January 11, 2022), were also inspected and reviewed.

**Mosaic Fertilizer, LLC- Bonnie Mine Facility**

On February 4, 2019, Mosaic submitted a National Pollutant Discharge Elimination System (“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 January 26, 2022, the United States Environmental Protection Agency ("EPA") issued a letter to DEP informing them that, in accordance with the EPA/DEP Memorandum of Agreement ("MOA"), the EPA needs to invoke the 60-day extension provision in the MOA to review the above-referenced draft NPDES permit and accompanying materials received by the EPA on December 28, 2021. The letter stated that EPA staff request this further review time to gather additional information pertinent to this permit reissuance, and correspondence from EPA accompanying the letter explained that the reason for the request for extra time was to coordinate their review with their water quality standards and listing and assessment staff.

Although the 60-day extension period explained above has since expired, as of the date of this report, no new documents have been added to the DEP online database for this permit.

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- Bartow Facility Leak/Crack**

In January 2022, Mosaic notified DEP that it discovered 3 additional tears<sup>1</sup> in the freshwater ditch east of the North Pond of the North Gypsum Stack (“NGS”) at the Bartow Facility. Mosaic’s correspondence to DEP notifying them of the critical conditions (for the January tears) explained that all damage was above the water line, Mosaic responded in a prompt manner, there was no immediate risk to the environment, and that the areas will be cleaned and repaired. On March 1, 2022, Mosaic submitted a report to DEP prepared by Ardaman stating that the liner repair activities for the January 2022 tears were inspected by a third party engineer, Ardaman & Associates, Inc. (“Ardaman”), to verify and document that the material and placement techniques were acceptable.

Additionally, on January 11, 2022, a valve was inadvertently left open resulting in approximately 33,000 gallons of sulfuric acid cleaning solution being released to the process wastewater system, rather than to the big holding tank, in violation of the judicial consent decree the facility is operating under. On April 28, 2022, DEP issued a letter stating that DEP staff had conducted a hazardous waste discharge inspection of the Bartow Facility on January 26, 2022 (and attached a copy of the inspection report). The letter requested that Mosaic address the corrective actions for the January 11, 2022 discharge along with the 2021 Mosaic releases that were outlined in DEP Warning Letter #WL22-06HW53SWD issued on January 24, 2022 (the warning letter addresses discharges from the Mosaic Riverview Facility, Bartow Facility, and New Wales Facility).

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

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<sup>1</sup> As explained in prior reports, other tears/leaks at the Bartow Facility’s NGS and South Gypsum Stack have been reported by Mosaic to DEP in 2020 and 2021. Mosaic is also still providing weekly updates to DEP for repair work being done at the South Gypsum Stack of the Bartow Facility.

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—Green Bay Facility Line Tear/Repair**

On December 2, 2021, Mosaic had notified DEP that while performing a routine inspection of the Green Bay Facility on December 1, 2021, Mosaic had observed a liner tear ("December liner tear") where the idled north gypsum stack to closed south gypsum stack transfer discharge pipe is located at the northwest corner of the Lined East Pond of the Green Bay Facility located in Polk County, Florida. The December liner tear was located well above the water level in the pond at the time of identification. Repairs to the December liner tear were completed on December 12, 2021. The repair activities were inspected by Ardaman to verify and document that the material and placement techniques were acceptable. On January 24, 2022, Mosaic submitted to DEP a summary report that was prepared by Ardaman to document field observations and inspections for construction quality assurance activities for the repairs conducted to the exposed liner system.

An additional 14 tears (in a different pond/location of the Green Bay Facility than the December liner tear) were also identified and reported to DEP by Mosaic in January of 2022. The repairs to these observed conditions were completed between January 24 and January 31, 2022, and on March 31, 2022, Mosaic submitted a summary report prepared by Ardaman to document construction quality assurance activities undertaken for the geomembrane liner repair conducted to the liner system associated with the Regional Holding Pond at the Green Bay Facility.

On April 14, 2022, Mosaic also notified DEP that Mosaic identified one location with a suspected liner tear within the Regional Holding Pond (the location of the suspected tear is below

the water line, and Mosaic is taking additional steps to confirm the location of the suspected tear) and another liner tear at the South Gypsum Stack Center Cell (this tear is located above the water line and will be repaired by Mosaic). On April 21, 2022, Mosaic submitted an update on the April 14<sup>th</sup> reported conditions, which included an approximate location of the tear and plan of action for investigation and repair of the conditions.

The Green Bay Facility is located near the boundary of the Peace River watershed. Additionally, it should be noted that in May 2021, DEP issued a NPDES permit major modification (No. FL0001589-025) to Mosaic to establish a pipeline corridor and associated conveyance systems connecting the Bartow Facility (NPDES Facility ID FL0001589) to the lined North Phosphogypsum Stack at the Green Bay Facility (NPDES Facility ID FL0000752).

**Mosaic Fertilizer, LLC- Fort Green Mine Manson Jenkins Tract**

On August 17, 2020, Mosaic submitted an application requesting modification of its existing ERP No. MMR\_0142476-009, known as the Manson Jenkins (Southeast) Tract in Manatee County. The original ERP for the project was first issued to IMC Phosphates, Inc., now Mosaic, on November 25, 2002 for phosphate mining and associated activities. A modification was issued to Mosaic in 2011 that brought the ERP into substantial conformance with the Fort Green Mine conceptual plan that was issued at about the same time. The 2011 modification reflected a substantial reduction of wetland impacts, mitigation changes, and the sale of a small parcel within the original project area. The approved ERP, as modified, authorized impacts to 296.3 acres of wetlands and other surface waters and required mitigation.

This application requests the following modifications to the ERP: changes in mitigation to reflect the actual shapes of constructed, delineated, or future constructed wetlands; shifting of some

planned mitigation located within the access corridors and West Fork of Horse Creek (“WFHC”) crossing to other areas within project boundary to not delay mitigation construction; and all impact and mitigation acres for WFHC crossing are included in the overall mitigation acreage balance, with most already constructed. This application also request an extension of the permit expiration date for an additional 15 years, to December 31, 2036.

On December 9, 2021, Mosaic submitted a response to a September 16, 2020 RAI regarding the modification application. The RAI requested that Mosaic provide, and Mosaic submitted, the following: the request for modification using the correct forms; documentation supporting Mosaic’s statement that the permit area will not support the total amount of linear stream footage approved in the previous permit modification and to provide alternatives to the linear stream footage; the location that the wetlands mitigation have been shifted to in this requested modification; hydrologic data collection for the mitigation wetlands; hydrologic and vegetation data for the reference wetlands; updated cross-sections for each wetland included in the modification request; and hydrological modeling for the project area.

On January 7, 2022, DEP issued another RAI in response to the December 9, 2021 submittal (which this RAI refers to as the major modification application). Mosaic submitted its response to the RAI on April 7, 2022. The RAI response included the following additional information: a field visit was conducted by DEP staff along the proposed conservation easement (“CE”) areas to verify suitability and Mosaic is awaiting DEP’s assessment of the proposed CE areas; Ona Shrub Wetland Reference Hydrologic Data for hydrologic reference wetland data for shrub marshes; clarification as to how the proposed construction activities will not have adverse effects on the conservation of fish or wildlife, including endangered or threatened species, or their habitats; clarification as to how

measures will be taken, during construction activities, to avoid impacts to wetland-dependent wildlife and/or listed species that use uplands for nesting or denning; clarification regarding construction status of wetlands classified as “partially complete” or “not complete” on the wetland action plan submitted by Mosaic; the location of the 15.8 acres proposed to be added to the phase II CE area; piezometer locations and data; the seasonal high water level and wetland normal pool elevations for each wetland or surface water within the project site; cross sections for mitigation areas; impact summary tables; a hydrological monitoring plan; clarification that the total project area is 2086.7 acres and the total acreage of mitigation is 410.6 acres; GIS data for the wetlands, land use, and topography; additional flow ways evaluation information; additional information regarding proposed stream and valley design specifications; and several items relating to a comparative hydrological analysis conducted for the project site.

The Fort Green Mine is located in Manatee County, adjacent to Duette Road, and within the Horse Creek and Gum Swamp Branch sub-basins in the Peace River watershed.

**Mosaic Fertilizer, LLC- Hookers Prairie Mine**

On November 13, 2018, Mosaic submitted an application to DEP for a renewal of its existing NPDES permit for its Hookers Prairie Mine (FL0033294), where phosphate mining has previously ceased. On November 19, 2021, DEP issued the final permit (FL0033294-025-IW1S/NR). The permit authorizes Mosaic to continue ongoing reclamation activities, including the abandonment of clay settling areas and the discharge of excess mine re-circulation water, recovered groundwater and stormwater through the following outfalls: Outfalls D-001 and D-002, each discharge into Hookers Prairie, a tributary of the South Prong Alafia River; Outfall D-03A discharges via a system of reclaimed mine pits into Whidden Creek, a tributary of the Peace River; and Outfall D-005 flows

into Bryants Branch, a tributary of the Peace River. The permit also authorizes the Hookers Prairie Mine to continue: to transfer mine circulation water as needed to the Mosaic South Pierce Chemical Complex and Duke Energy-Hines Energy Complex through Mosaic owned infrastructure; and to accept reclaimed wastewater from the city of Bowling Green into its water re-circulation system.

Additionally, on November 8, 2021, Mosaic submitted a draft application to DEP for a minor modification (MMR\_131819-067) to the approved mitigation plans for the Hookers Prairie Mine. More specifically, the letter requests a minor modification to ERP Nos. 0131819-010/017/054 and 0131819-015/060 (initially issued by DEP on May 20, 2008 and February 18, 2009, respectively) to modify the location, shape and acreage of two wetland mitigation areas and also addresses impact and associated mitigation reductions within the Cytec Brewster dragline walkpath project area (ERP No. 0131819-015/060). Both the subject wetland mitigation areas are located north of State Road 630 and south of the Mosaic South Pierce beneficiation plant. On February 2, 2022, DEP issued the final permit (MMR\_131819-067) making the requested modifications.

On February 21, 2022, Mosaic submitted a request to modify ERP Nos. MMR\_131819-015 and -060 and assigned File No. MMR\_131819-068. The modification requested a permit extension of 5 years. On April 21, 2022, DEP approved the modification extending the expiration date of the permits to February 18, 2029.

The current NPDES footprint of the Hookers Prairie Mine consists of approximately 28,577 acres and includes the US Agri-Chemicals Rockland facility. The Hookers Prairie Mine is located at 110 Agricola Mine Rd., Bradley, Florida in Polk County, and is divided into three drainage basins—including Whidden Creek and Little Payne Creek, which are both tributaries of the Peace River.



**Mosaic Fertilizer, LLC- Water Use Permit**

On March 15, 2022, the Southwest Florida Water Management District (“SWFWMD”) gave notice of its intended agency action to issue a new water use permit (No. 21012.000) to Mosaic for its Long Island Marsh Sod Farm project for agricultural uses in Charlotte and DeSoto Counties. The permit is for an annual average allocation of 2.9774 million gallons per day (“mgd”) and peak month allocation of 13.3718 mgd. Although it is classified as a “new” permit, it is actually a partial transfer of currently existing Water Use Permit 20004606.011 due to new ownership of part of the acreage covered by that permit and there is no increase requested to the existing quantities being transferred from that permit. The water use is located in the Peace River Basin and Southern Water Use Caution Area.

**Sarasota County BOCC—Water Use Permit**

On November 1, 2021, SWFWMD received a water use permit modification application (permit no. 8836.015) from Sarasota County BOCC. The application requests to increase the consolidated permit’s permitted allocation. The proposed permit modification is for an annual average allocation of 19.987 mgd (increased from the currently permitted 13.737 mgd) and peak month allocation of 22.748 mgd (increased from the currently permitted 16.499 mgd). The permit is for public supply uses in Sarasota and Manatee Counties and is located in the Most Impacted Area of the Southern Water Use Caution Area and Manasota basin.

More specifically, the application requests a modification of the existing permit to allocate the additional 8.25 mgd in withdrawals to the Carlton Memorial Reserve Wellfield (“CMRW”) and to remove the University Parkway Wellfield (“UPW”) withdrawals (which consist of seven active groundwater supply wells that are permitted to provide up to 2 mgd average annual daily flow of

raw brackish water for treatment and blending at the University Parkway Water Treatment Facility). The memorandum submitted with the application explains that the amount of increased groundwater withdrawals from the CMRW as part of the permit modification is tied to the quantity of groundwater that can be safely withdrawn without impacting the Most Impacted Area of the Southern Water Use Caution Area, and presents the impact analysis associated with an additional allocation of 8.25 mgd from the CMRW coupled with the elimination of the UPW withdrawals.

On December 1, 2021, SWFWMD issued a RAI requesting a revised version of the CMRW Management Plan (dated November 2019) and the CMRW Environmental Monitoring Plan (dated May 14, 2013), as well as other additional information, including: what will occur with the withdrawals located at the UPW (whether these wells are planning to be plugged and abandoned after successful completion of phase 3 of the project, or if there will be other proposed uses for them at that time); the casing diameters and mainline diameters of the newly proposed wells; a more relevant discussion of predicted impacts with respect to the water resources in the area and reasonable assurance that any wetlands on and near CMRW will not be impacted by the proposed increases; and corrected modeling. On February 28, March 8, and April 8, 2022, submittals were made by the applicant in response to the RAI.

On May 2, 2022, SWFWMD gave notice of its proposed agency action to issue the permit for the requested quantities (permit no. 8836.015). This permit is on the SWFWMD governing board agenda for its May 24, 2022 meeting.

**Rolling Meadow Ranch, Inc.—Water Use Permit**

On March 22, 2022, SWFWMD gave notice of its final agency action issuing a water use permit modification (permit no. 6068.008) to Rolling Meadow Ranch, Inc., which includes an

increase in the permitted allocation. The annual average quantity increases from 1.172 mgd to 1.5304 mgd and the peak month quantity increases from 6.0338 mgd to 7.6249 mgd. The modification includes the incorporation of a surface water withdrawal as a FARMS project and the addition of 297 acres of citrus to the crop plan. The permit is for agricultural uses in Polk County and is located in the Southern Water Use Caution Area and Peace River basin.

**734 LMC Groves, LLC—Water Use Permit**

On April 26, 2022, SWFWMD gave notice of its final agency action issuing a water use permit modification (permit no. 7670.008) to 734 LMC Groves, LLC, which includes an increase in the permitted allocation. The annual average quantity increases from 0.9064 mgd to 1.0211 mgd and the peak month quantity increases from 4.7233 mgd to 5.337 mgd. The increase is due to adjustment in allocation as calculated by SWFWMD's irrigation demand model for irrigation of 755 acres. The permit is for agricultural uses in Polk County and is located in the Southern Water Use Caution Area, Central Florida Water Initiative area and Peace River basin.

**T & T Environmental, LLC—Water Use Permit**

On May 24, 2022, SWFWMD gave notice of its proposed agency action to issue a water use permit modification (permit no. 9492.007) to T & T Environmental, LLC, which includes an increase in the permitted allocation. The annual average quantity increases from 0.252800 mgd to 0.7027 mgd and the peak month quantity increases from 1.7394 mgd to 1.8007 mgd. The increase of the quantities is due to a crop change from 282 acres of citrus to 282 acres of sod. The permit is for agricultural uses in DeSoto County and is located in the Southern Water Use Caution Area and Peace River basin.

**U.S. Agri-Chemicals Corporation —Water Use Permit**

On May 6, 2022, SWFWMD received an application from U.S. Agri-Chemicals Corporation for a water use permit renewal (permit no. 438.010) for its Fort Meade Chemical Plant project, which includes a decrease in the permitted allocation. The permit application requests an annual average quantity of 5.7 mgd (previously 6.2 mgd) and peak month quantity of 6.2 mgd (previously 7.3 mgd). The permit is for industrial and commercial uses in Polk County and is located in the Southern Water Use Caution Area and Peace River basin.