For everyone’s safety, this Board meeting will be audio streamed

The meeting will begin at 5 p.m. on Wednesday, May 13, 2020. At the meeting’s commencement, those interested in attending can do so by dialing 1-650-429-3300 then entering the access code: 791 307 287#.

For sound quality purposes, please mute your phones and computers during the meeting.
AGENDA
TWA BOARD OF SUPERVISORS’ REGULAR MEETING
VIRTUAL MEETING
WEDNESDAY, MAY 13, 2020 @ 5:00 PM

IN ACCORDANCE WITH FLORIDA STATUTES 286.0105: ANY PERSON WISHING TO APPEAL ANY DECISION MADE BY THE BOARD OF SUPERVISORS WITH RESPECT TO ANY MATTER CONSIDERED AT SUCH MEETING OR HEARING WILL NEED TO ENSURE THAT VERBATIM RECORD OF THE PROCEEDINGS IS MADE, WHICH RECORD INCLUDES THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS MADE.

IN ACCORDANCE WITH FLORIDA STATUTE 286.26, PERSONS NEEDING ASSISTANCE TO PARTICIPATE IN ANY OF THESE PROCEEDINGS SHOULD CONTACT THE OFFICE OF THE EXECUTIVE DIRECTOR AT 407-944-5130 OR VIA EMAIL AT NDIAZ@TOHOWATER.COM, PRIOR TO THE MEETING (FS 286.26).

1. Meeting called to order
2. A. Moment of Silent Reflection  
   B. Pledge of Allegiance
3. Approval of the Agenda
4. Awards and Presentations
5. Public Hearing
6. Hear the Audience
7. Consent Agenda

The Consent Agenda is a technique designed to expedite handling of routine and miscellaneous business of the Board of Supervisors. The Board of Supervisors in one motion may adopt the entire Agenda. The motion for adoption is non-debatable and must receive unanimous approval. By request of any individual member, any item may be removed from the Consent Agenda and placed upon the Regular Agenda for debate.

7A. REQUEST BOARD APPROVAL OF THE MINUTES FROM THE APRIL 8, 2020 VIRTUAL TWA BOARD OF SUPERVISORS’ REGULAR MEETING (DIAZ)

7B. REQUEST BOARD APPROVAL OF THE AGREEMENT WITH FUEL TANK CLEANERS OF FLORIDA, INC. FOR THE ANNUAL INSPECTION AND MAINTENANCE OF FUEL TANKS (IFB-20-010) (HOLMES) (Cost: Total not-to-exceed of $358,169 for three-year term including 10% contingency)
7C. REQUEST BOARD APPROVAL OF THE COST UPDATE FOR REHABILITATION OF THE SHINGLE CREEK REUSE AUGMENTATION PROJECT AND REQUESTING APPROVAL OF ADDITIONAL CONTINGENCY (RATLIFF) (Cost: Total not-to-exceed of $192,151 including $50,000 contingency.)

7D. REQUEST BOARD APPROVAL OF THE RFQU-20-058: APPROVAL OF THE SELECTION OF BARNES, FERLAND, & ASSOCIATES, INC. TO PROVIDE CONSULTING SERVICES FOR THE SOUTHWEST WATER TREATMENT PLANT WELL #3, GROUND STORAGE TANK, AND PIPELINE PROJECT (RATLIFF) (Cost: None)

7E. REQUEST BOARD APPROVAL OF SECOND AMENDMENTS TO AGREEMENTS WITH INTUITION SYSTEMS, INC. D/B/A BILL2PAY, LLC AND NORTHEAST II, INC. D/B/A TC DELIVERS (RFP-17-072) (HOLMES) (Cost: Intuition Systems, Inc. d/b/a Bill2Pay, LLC – a total not-to-exceed $1,320,000 for the renewal period; Northeast II, Inc. d/b/a TC Delivers - a total not-to-exceed $187,500 for the one-year renewal period plus the direct cost of postage.)

7F. REQUEST BOARD APPROVAL OF THE ENCROACHMENT RELATED FORBEARANCE MODIFICATION AND GRANT OF EASEMENTS (COTTER) (Cost: None)

7G. REQUEST BOARD APPROVAL OF AGREEMENT WITH GARNEY COMPANIES, INC. FOR THE COLLECTOR ROADS PHASE I GRAVITY SEWER MAIN LINING PROJECTS (IFB-20-067) (HOLMES/NOYES) (Cost: Total not-to-exceed of $3,188,319 including 10% contingency)

7H. REQUEST BOARD APPROVAL OF THE FIRST AMENDMENT TO THE AGREEMENT WITH AARON'S BACKFLOW SERVICES, INC. FOR WATER METER BACKFLOW PREVENTION TESTING AND REPAIRS (IFB-18-038) (HOLMES) (Cost: Estimated $900,000 per year for a total not to exceed amount of $2,970,000 for the term.)

7-I. REQUEST BOARD APPROVAL OF THE AGREEMENT WITH FIVE STAR FILTRATION, LLC FOR THE PURCHASE OF THREE DISK FILTERS FOR THE SANDHILL WRF (IFB-20-072) (EVERSOLE) (Cost: $ 884,600.00)
7J. REQUEST BOARD APPROVAL OF ADDITIONAL ENGINEERING SERVICES FOR THE PARKWAY WATER TREATMENT PLANT DISINFECTION BY-PRODUCT MITIGATION PROJECT PILOT TESTING (EVERSOLE) (Cost: Increase of $30,547 for a total engineering services cost of $652,661)

7K. REQUEST BOARD APPROVAL OF APPROVAL OF AGREEMENT WITH USSI, LLC FOR IN-FLOW ABATEMENT SERVICES (IFB-20-076) (HOLMES/NOYES) (Cost: Total not-to-exceed of $500,000 for the three-year term.)

7L. REQUEST BOARD APPROVAL OF AN ADDENDUM WITH PRIME CONSTRUCTION GROUP, INC. IN THE AMOUNT OF $248,600 FOR LIFT STATION #86 ODOR CONTROL IMPROVEMENTS (IFB-20-081) (RAVICHANDRAN) (Cost: $263,600 including contingency of $15,000.)

7M. REQUEST BOARD APPROVAL TO EXECUTE AMENDMENT WITH CHARTER COMMUNICATIONS OPERATING, LLC FOR ADDITIONAL INTERNET CAPACITY (BW-19-070) (HOLMES) (Cost: Increase of $3,564.38 plus contingency for new services of $38,683.87 for a total annual not-to-exceed amount to $232,103.25.)

7N. ITEM REMOVED

7-O. REQUEST BOARD RATIFICATION/APPROVAL OF EMERGENCY PURCHASE FOR TAPPING SERVICES OF FORCE MAIN (NIPPER) (Cost: $270,000 (Valve, Tapping service, line stop, and equipment rental.)

7P. ITEM REMOVED

7Q. REQUEST BOARD APPROVAL TO AUTHORIZE THE EXECUTIVE DIRECTOR OR DEPUTY EXECUTIVE DIRECTOR TO APPROVE A CHANGE ORDER WITH MIE, INC. FOR THE ADMINISTRATION BUILDING FIRST FLOOR SECURITY IMPROVEMENTS (RATLIFF) (Cost: Increase of $156,870 plus a 7.5% total contingency in the amount of $21,042, for a total cost of $301,601.)
7R. REQUEST BOARD APPROVAL OF THE INTERLOCAL AGREEMENT WITH THE CITY OF KISSIMMEE FOR THE HUDSON STREET IMPROVEMENTS PROJECT (MATOS) (Cost: No cost associated with the agreement. Pre-design construction cost estimate for the utility relocation work is $200,000.00.)

7S. REQUEST BOARD APPROVAL OF ADDITIONAL SCOPE OF ENGINEERING SERVICES FOR LS-97 EMERGENCY REPAIR (EVERSOLE) (Cost: $1,168,699 Design and construction approvals to date $100,000 Bypass pumping contingency requested separately on this agenda $9,886 Requested additional engineering services scope $10,000 Requested engineering services contingency $1,288,585 Total project cost

7T. REQUEST BOARD APPROVAL OF CONSTRUCTION CONTINGENCY FOR BYPASS PUMPING FOR LS-97 EMERGENCY REPAIR (EVERSOLE) (Cost: $1,168,699 Design and construction approvals to date $9,886 Additional engineering services scope requested separately on this Agenda $10,000 Engineering services contingency requested separately on this Agenda $100,000 Requested bypass pumping contingency $1,288,585 Total project cost

7U. REQUEST BOARD APPROVAL OF THE SECOND AMENDMENT OF THE AGREEMENT WITH TELETRAC NAVMAN US LTD. FOR GPS FLEET TRACKING EQUIPMENT, SOFTWARE, AND MAINTENANCE (RFP-14-004) (HOLMES/WILSON) (Cost: A not-to-exceed amount of $102,900 including $4,200 contingency)

7V. REQUEST BOARD APPROVAL OF AGREEMENT WITH PRIME CONSTRUCTION GROUP, INC. FOR LS-28 VALENCIAN GRAVITY SEWER MAIN PROJECT (IFB-20-070) (NOYES) (Cost: Total not-to-exceed of $1,085,600 including 15% contingency.)

7W. REQUEST BOARD APPROVAL OF THE MAY ASSET DISPOSAL (HOLMES) (Cost: None)
7X. REQUEST BOARD APPROVAL OF A LETTER AGREEMENT WITH ST. CLOUD FOR THE UPSIZING OF AN EIGHT INCH FORCE MAIN AND INCREASE IN TEMPORARY WASTEWATER CAPACITY (PELHAM) (Cost: TWA will initially fund $49,563.00 with a $2,065.00 contingency. St. Cloud will reimburse TWA at the project completion.)

7Y. REQUEST BOARD APPROVAL TO PIGGYBACK AGREEMENT FOR VACUUM TRUCK RENTAL SERVICES WITH EP RENTS, LLC (PBA-20-100) (HOLMES) (Cost: $150,000 for the term of the agreement.)

7Z. REQUEST BOARD RATIFICATION OF EMERGENCY LS 57 PARALLEL FORCE MAIN PROJECT AUTHORIZED BY THE EXECUTIVE DIRECTOR (EM-20-105) (ZHOU) (Cost: $817,965.)

7AA. REQUEST BOARD APPROVAL OF TETRATECH'S ADDENDUM 2 - SCOPE OF SERVICES FOR THE MANAGEMENT OF HIGH CONSEQUENCE SEWER CLEANING AND INSPECTION AND PROVIDING WIFIA PROJECT REHABILITATION RECOMMENDATIONS (NOYES) (Cost: Increase of $43,365 for a total cost of $303,291)

8. Informational Presentations: None.


10. New Business:

10A. DISCUSSION OF CORONAVIRUS RESPONSE COVID-19) (SWINGLE)

10B. TOHO ASSISTANCE PROGRAM (TAP) – ADDITIONAL FUNDING REQUEST (SWEENEY) (Cost: Existing program funded at $100,000, Additional funding to be discussed)

11. Staff Reports:

11A. PIO QUARTERLY REPORT FOR JANUARY - MARCH 2020 (COX/GRAYSON)

11B. MONTHLY FINANCIAL REPORT ENDING MARCH 31, 2020 (HENDERSON)
11C. 2020 COMMUNITY SPONSORSHIPS 2ND QUARTER UPDATE (COX)

11D. QUARTERLY AGREEMENTS & SURCHARGE REPORT THRU MARCH 31, 2020 (HENDERSON)

11E. BID RESULTS REPORT TO BOARD FOR THE IMPERIAL PUMP STATION MODIFICATION PROJECT (ZHOU)

11F. GRAVITY SEWER, FORCE MAIN, AND WATER MAIN EMERGENCY REPAIRS STATUS (PELHAM)

11G. ENGINEERING CUSTOMER SERVICE REPORT (BIRON)

11H. QUARTERLY INVESTMENT REPORT BY PFM GROUP – QUARTER ENDING MARCH 31, 2020 (HENDERSON)

11-I. QUARTERLY FINANCIAL SUMMARY (HENDERSON)

11J. WATER SUPPLY UPDATE (PELHAM)

12. Board Officials, Executive Director, General Counsel

13. Upcoming Events:

May 3-9   National Drinking Water Week
May 10    Mother’s Day
May 17-23  Water Reuse Week
May 25    Memorial Day
May 27    Board Workshop (Proposed)
June 10   TWA Regular Board Meeting

Please note: All public events scheduled for the month of May have been postponed or canceled. An update will be provided once new dates are announced.
Board Meeting Date: 5/13/2020

Category: Consent Agenda  
Agenda Item: 7A

Department: Executive Office

Attachments:
April 8, 2020 Minutes

Title:
TWA BOARD OF SUPERVISORS’ MEETING MINUTES OF APRIL 8, 2020

Summary:
At every Board meeting, both taped and typed minutes are taken of the proceedings. Attached are the typed minutes from the April 8, 2020 Board meeting.

Total Costs: NONE

Recommendation: Board is asked to approve the Board Meeting minutes from April 8, 2020.

Initials: ncd
# Board of Supervisors
## Virtual Meeting
### Meeting Minutes
#### APRIL 8, 2020

**Present:**
- Supervisor Clarence Thacker - Chairman
- Supervisor Domingo Sanchez - Vice Chair
- Supervisor William "Bill" Land – Secretary
- Supervisor Hector Lizasuain – joined the meeting after it started
- Supervisor Jim Swan
- Ex-officio Cheryl Grieb

**Absent:** Ex-officio Jim Fisher
- Ex-officio Wilson

<table>
<thead>
<tr>
<th>1. <strong>Meeting called to order by:</strong></th>
<th>2. <strong>Time:</strong></th>
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<tbody>
<tr>
<td>Chairman Thacker called the meeting to order and advised the Board that due to the virtual nature of the meeting, whenever making a motion the Supervisors should identify himself.</td>
<td>Time: 5:06 PM</td>
</tr>
</tbody>
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<table>
<thead>
<tr>
<th>3. <strong>Approval of Agenda:</strong></th>
<th>4. <strong>Awards and Presentations:</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td>Supervisor Swan moved for approval of the Agenda as published and Supervisor Sanchez seconded the motion. Motion passed 4 to 0. Chairman Thacker asked if staff contacted the customer who presented before the Board with an issue with his water bill. Customer Service Director Hewitt answered no, but she had left him a message.</td>
<td>None</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>5. <strong>Public Hearing:</strong></th>
<th>6. <strong>Hear the Audience:</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td>None scheduled</td>
<td>Hear the Audience was opened and the phone lines were unmuted for public participation, but no one came forth. Hear the Audience was closed and the lines were muted.</td>
</tr>
</tbody>
</table>
7. **Consent Agenda:** The General Counsel removed items 7K and 7L for separate voting. Supervisor Sanchez stated that he has a conflict with 7L. Supervisor Land moved for approval of the Consent Agenda after removal of items 7K and 7L; Supervisor Sanchez seconded the motion. Motion carried 4 to 0.

7A. REQUEST BOARD APPROVAL OF THE TWA BOARD OF SUPERVISORS’ REGULAR MEETING OF MARCH 11, 2020 (DIAZ)

7B. REQUEST BOARD APPROVAL OF AMENDMENT #5 TO THE AGREEMENT WITH QUALITY LAWN SERVICES UNLIMITED, INC. FOR LANDSCAPE MAINTENANCE SERVICES AT LIFT STATIONS (RFP-15-027) (HOLMES) (COST: INCREASE OF $25,084, FOR A TOTAL NOT-TO-EXCEED AMOUNT OF $350,684 FOR THE TERM OF THE AGREEMENT.)

7C. REQUEST BOARD APPROVAL OF THE THIRD AMENDMENT TO THE AGREEMENT WITH ACME BARRICADES, L.C. FOR TRAFFIC MAINTENANCE SERVICES (IFB-17-084) (HOLMES) (COST: AN INCREASE OF $200,000 FOR A TOTAL NOT-TO-EXCEED AMOUNT OF $2,162,000 FOR THE TERM.)

7D. REQUEST BOARD APPROVAL TO PURCHASE ONE AERATION BLOWER FOR THE SANDHILL WRF (IFB-20-052) (HOLMES) (COST: NOT TO EXCEED $113,542.)

7E. REQUEST BOARD APPROVAL OF THE FOURTH AMENDMENT TO THE AGREEMENT WITH BROWNIE’S SEPTIC AND PLUMBING, LLC TO ADD FUNDS FOR VACUUM, PUMPER, AND TANKER TRUCK SERVICES (IFB-17-122) (HOLMES) (COST: INCREASE OF $630,250 FOR A TOTAL NOT-TO-EXCEED AMOUNT OF $2,500,000.)

7F. REQUEST BOARD APPROVAL OF THE AWARD OF CONTRACTS WITH QUALITY LAWN SERVICES UNLIMITED, INC. AND HELPING HAND LAWN CARE, LLC FOR LAWN MAINTENANCE SERVICES OF THE WASTE WATER PLANTS (RFP-20-015) (HOLMES) (COST: 582,000 FOR THE TWO YEAR TERM.)
7G. REQUEST BOARD APPROVAL OF A CHANGE ORDER WITH TETRA TECH FOR ADDITIONAL DESIGN, PERMITTING, AND CONSTRUCTION ADMINISTRATION SERVICES FOR THE HARMONY WATER TREATMENT PLANT SULFIDE TREATMENT PROJECT (BEATTY) (COST: TOTAL COSTS: CHANGE ORDER OF $35,853 PLUS $15,000 CONTINGENCY FOR A TOTAL NOT-TO-EXCEED OF $337,101)

7H. REQUEST BOARD APPROVAL A WIFIA LOAN AGREEMENT COMPLIANCE REPORTING SCOPE OF SERVICES (HENDERSON) (COST: NOT-TO-EXCEED $176,941.)

7-I. REQUEST BOARD APPROVAL TO AUTHORIZE THE EXECUTIVE DIRECTOR OR DEPUTY DIRECTOR TO APPROVE THE CONTRACT AWARD AND EXECUTE AN ADDENDUM WITH THE LOW RESPONSIVE BIDDER FOR THE IMPERIAL PUMP STATION MODIFICATIONS PROJECT (ZHOU) (COST: THE LOW, MOST RESPONSIVE BID WITH A 10% PROJECT CONTINGENCY – ENGINEERS ESTIMATE $688,500.)

7J. REQUEST BOARD APPROVAL TO AWARD CONSTRUCTION CONTRACT TO GARNEY COMPANIES, INC. FOR THE OSCEOLA PARKWAY FORCE MAIN REPLACEMENT PROJECT (IFB 20-056) (MATOS) (COST: NOT-TO-EXCEED $275,310 INCLUDING 5% CONTINGENCY.)

7K. REQUEST BOARD APPROVAL OF PURCHASE OF SANDHILL WATER RECLAMATION FACILITY DISK FILTER EQUIPMENT (EVERSOLE) (COST: $884,600).

Item 7K relates to the purchase of Sand Hill Water Reclamation Facility disk filter equipment. The Executive Director explained that TWA received a letter protesting the proposed bid award. The Executive Director explained the TWA bid protest process, and the Procurement Manager’s response to the protest. General Counsel read the motion that the board authorize the Executive Director to execute such agreement as is necessary to purchase the disk filter equipment upon resolution of the bid protest related to this matter. The agreement must be reviewed and approved by General Counsel prior to execution by the Executive Director.
Chairman Thacker asked to revise the motion to require the agreement to come before the Board for final ratification. General Counsel revised the motion accordingly. Supervisor Swan moved for approval and Supervisor Sanchez seconded the motion. Motion carried 4 to 0.

7L. REQUEST BOARD APPROVAL OF AN ADDENDUM WITH JR. DAVIS CONSTRUCTION FOR THE REPLACEMENT OF APPROXIMATELY 400’ OF 12” ASBESTOS CEMENT WATER MAIN (RATLIFF) (COST: TOTAL COSTS: NOT-TO-EXCEED $152,376 INCLUDING $25,000 CONTINGENCY.)

Supervisor Domingo Sanchez stated a conflict of interest and reason for abstention. Supervisor Swan moved for approval and Chairman Thacker seconded the motion. Motion passed 3 to 0 with 1 abstention.

7M. REQUEST BOARD APPROVAL TO INCREASE AUTHORIZED EXPENDITURE FOR SIDEWALK, CURB, AND GUTTER REPAIR SERVICES (IFB-18-080) (HOLMES) (COST: INCREASE OF $1.7 MILLION FOR A TOTAL NOT-TO-EXCEED AMOUNT OF $3,950,000.)

7N. REQUEST BOARD APPROVAL TO AUTHORIZE THE EXECUTIVE DIRECTOR OR DEPUTY DIRECTOR TO APPROVE A CHANGE ORDER WITH GARNEY COMPANIES FOR THE REHABILITATION OF TWA’S SHINGLE CREEK REUSE AUGMENTATION FACILITY (RATLIFF) (COST: NOT-TO-EXCEED $150,000 INCLUDING $50,000 CONTINGENCY)

7-O. REQUEST BOARD APPROVAL OF CONSULTING SERVICES AGREEMENT AND SCOPE OF SERVICES TO PROVIDE CONSULTING SERVICES FOR ASSET MANAGEMENT STRATEGIC PLAN INITIATIVES (RFQU-20-004) (NOYES) (COST: NOT-TO-EXCEED $508,771 INCLUDING OPTIONAL SERVICES.)

8. Informational Presentations: NONE.

9. Unfinished Business: NONE
10. New Business:

10A. DISCUSSION OF CORONAVIRUS RESPONSE (COVID-19(SWINGLE)) – Executive Director Swingle provided the Board with a summary of measures Toho is taking during the COVID-19 pandemic. Two main objectives during this time is keeping our employees safe and continuing to provide services. Toho has been having daily COVID-19 updates spearheaded by Chris Wilson. Weekly emails are going out to the Board and our employees. We have set up WebEx calls with our employees to keep them informed and provide them the opportunity to ask questions; the next one is set up for April 16th. 160-180 employees participated in the calls. Most importantly, part of our public messaging is that our drinking water remains safe.

The Executive Director requested a motion to delegate signature authority to the Executive Director with the General Counsel to attest for documents approved by the Board. Supervisor Swan moved for approval of the motion and Supervisor Sanchez seconded the motion. (Supervisor Lizasuaín noted that he joined the meeting at 6:03 PM.) Chairman Thacker stated that this motion was a temporary change during this stay at home period. Motion carried 5 to 0.

The Executive Director discussed water use and wastewater demand during the pandemic, noting that water use was normal due to irrigation demand, and wastewater flow was well below normal. The Executive Director discussed the impacts on revenue and operations.

Other matters discussed were Directors’ contributions and staff contributions to the Toho an employee assistance fund. As an additional measure, TWA made available by lottery IT equipment, which was in the process of being surplused, as loaners to employees to help with at-home needs that employees may have with either kids being home schooled or other issues and lack of access to IT resources.

The Executive Director discussed the CARES Act, the financial condition of TWA, and scenario planning on the financial impact of COVID-19.
11. Staff Reports:

11A. PRIVATE DEVELOPMENT ACTIVITY UPDATE (BIRON)

11B. GRAVITY SEWER, FORCE MAIN, AND WATER MAIN EMERGENCY REPAIRS STATUS (PELHAM)

11C. LEVEL OF SERVICE BOARD PRESENTATION OCT-2019 THROUGH DEC-2019 (NOYES)

11D. MONTHLY FINANCIAL REPORT (HENDERSON)

12. Board Officials, Executive Director, General Counsel

The Executive Director asked for a motion to delegate the signature authority for the Executive Director to execute documents on behalf of the Board and for General Counsel to attest on behalf of the Board for documents approved through these Board meetings during the “stay at home” period. Supervisor Swan made the motion, seconded by Supervisor Sanchez. Motion carried 5 to 0.

General Counsel added that a contract with Aclara was by the Executive Director based on a quote approved by the Board in September of last year for ACLARA ONE services.

The Executive Director also stated that TWA has a part time employee in an engineering and administrative role that is at 30 hours a week and that he would like to convert that to full time status. That change would result in an increase in 0.3 of the head count. The Executive Director ask the Board if it had any opposition for the change in status. The Board indicated that it was in agreement with the change.

The Chairman requested final comments from the Board. Supervisor Swan and Commissioner Grieb recognized the good work staff has done in response to the COVID-19 pandemic. Chairman Thacker thanked the management team and the staff for the work accomplished during a very tough time.
13. Upcoming Events:

April 2020     Water Conservation Month
May 8, 2020    TWA Board Meeting

Please note: All public events scheduled for the month of April have been postponed or canceled. An update will be provided once new dates are announced.

14. Adjournment:

There being no further business to come before the Board, Chairman Thacker adjourned the meeting at 6:08 PM.

Approved:

__________________________________________________________________________
Clarence L. Thacker, Chairman

Attest:

__________________________________________________________________________
William G. Land, Secretary

ncd
Title:
APPROVAL OF THE AGREEMENT WITH FUEL TANK CLEANERS OF FLORIDA, INC. FOR THE ANNUAL INSPECTION AND MAINTENANCE OF FUEL TANKS (IFB-20-010)

Summary:
At the request of the Treatment Operations Department, Procurement issued IFB-20-010 for inspection and maintenance of fuel tanks. The awarded contractor is to provide all labor, equipment, and materials necessary to complete fuel tank repair services on an as-needed basis.

The contractor shall perform inspections, preventative maintenance, and repair services of devices including, but not limited to tanks, pumps, meters, fuel management systems, tank monitors, and leak detection systems, and shall include all related valves, parts, piping, and electronics required for various size diesel and non-diesel tanks. The services provided under this Agreement shall be as required by the Florida Department of Environmental Protection (FDEP) and in accordance with Chapter 62-762, Florida Administrative Code.

The bid opened on December 12, 2019; three (3) firms responded.

<table>
<thead>
<tr>
<th>Bidder</th>
<th>Total Annual Price</th>
<th>Tank Cleaning</th>
<th>Fuel Filtration</th>
<th>Annual Inspection</th>
</tr>
</thead>
<tbody>
<tr>
<td>Don Wood, Inc.</td>
<td>$8,766.00</td>
<td>No bid</td>
<td>No bid</td>
<td>$8,766.00</td>
</tr>
<tr>
<td>Fuel Tank Cleaners of Florida, Inc.</td>
<td>$108,535.80</td>
<td>$57,675.00</td>
<td>$46,360.80</td>
<td>$4,500.00</td>
</tr>
<tr>
<td>Petroleum Recovery Services, LLC</td>
<td>$117,833.50</td>
<td>$51,050.00</td>
<td>$46,533.50</td>
<td>$20,250.00</td>
</tr>
</tbody>
</table>

The bid total includes annual inspection, cleaning, and filtration of all fuel tanks. The initial term for the agreement is for three years, from May 13, 2020 through May 12, 2023, for a total not-to-exceed amount of $325,608 for the three-year term.
**Estimated Total Cost:**

Total not-to-exceed amount of $325,608 for a three-year term, plus a 10% contingency for the possible addition of new fuel tanks and fuel tank accessories requiring inspection services.

**Recommended Action:**

Staff recommends approval of award and execution of the Agreement with Fuel Tank Cleaners of Florida, Inc., for the annual inspection and maintenance of fuel tanks and fuel tank accessories. Staff requests a 10% contingency and authorization for the Executive Director to execute any such documents as are necessary to expend the contingency of $32,561 for a total not to exceed amount of $358,169.

Initials: js/fh
IFB-20-010
AGREEMENT
for
ANNUAL INSPECTION AND MAINTENANCE OF FUEL TANKS

THIS AGREEMENT FOR ANNUAL INSPECTION AND MAINTENANCE OF FUEL TANKS (the “Agreement”) is made and entered between Tohopekaliga Water Authority, an independent special district established and created pursuant to Chapter 189, Florida Statutes, by special act of the Florida Legislature, 951 Martin Luther King Boulevard, Kissimmee, Florida 34741 (the “AUTHORITY” or “TWA”) and Fuel Tank Cleaners of Florida, Inc., a profit corporation, whose mailing address is 14710 7th Ave East, Bradenton FL 34212 (the “CONTRACTOR”). The AUTHORITY and CONTRACTOR may be individually referred to as a “Party” and collectively as the “Parties.”

WITNESSETH:

WHEREAS, the AUTHORITY has competitively solicited for fuel tank inspection and maintenance services pursuant to IFB-20-010 (the “Solicitation”), a copy of which is attached and incorporated by reference as Exhibit “A”; and

WHEREAS, the CONTRACTOR has exhibited by its response to the Solicitation, a copy of which is attached and incorporated by reference as Exhibit “B” (“Contractor Bid”), that it is capable of providing the required services; and

WHEREAS, the Parties hereto have agreed to the terms and conditions set forth herein based on the Solicitation.

NOW, THEREFORE, in consideration of the mutual covenants, terms, and provisions contained herein, the Parties agree as follows:

SECTION 1. TERM.

The term of this Agreement shall become effective on May 13, 2020 and continue through May 12, 2023, unless otherwise terminated. This Agreement may be renewed for one (1) additional two (2) year period, subject to written agreement executed by both Parties.

SECTION 2. SCOPE OF SERVICES.

The Contractor shall provide those services and accessories, as more specifically listed in Exhibit “A”, (collectively the “Services”).

SECTION 3. OBLIGATIONS OF THE CONTRACTOR.

Obligations of the CONTRACTOR shall include, but not be limited to, the following:
A. The CONTRACTOR shall provide and pay for all labor, tools, materials, permits, equipment, transportation, supervision, and any and all other items or services, of any type whatsoever, which are necessary to fully complete and deliver the Services requested by the AUTHORITY. The CONTRACTOR shall not have the authority to create, or cause to be filed, any liens for labor and/or materials on, or against, the AUTHORITY, or any property owned by the AUTHORITY. Any such lien, attachment, or encumbrance, until removed, shall preclude any and all claims or demands for any payment by the CONTRACTOR expected by virtue of this Agreement.

B. The CONTRACTOR will ensure that all of its employees, agents, sub-contractors, representatives, volunteers, and the like, fully comply with all of the terms and conditions set forth herein when providing Services for the AUTHORITY.

C. The CONTRACTOR shall be solely responsible for the means, methods, techniques, sequences, safety programs, and procedures necessary to properly and fully complete the work set forth in the Scope of Services.

D. The CONTRACTOR shall maintain an adequate and competent staff, and shall remain authorized to do business within the State of Florida for the term of this Agreement, including renewals. The CONTRACTOR may subcontract the Services requested by the AUTHORITY, with prior written approval from AUTHORITY; however, the CONTRACTOR shall remain fully responsible for the satisfactory completion of all subcontracted work.

SECTION 4. STANDARD OF CARE.

A. The CONTRACTOR has represented to the AUTHORITY that it possesses a level of knowledge, experience, and expertise that is commensurate with firms in the areas of practice required for the Services provided under this Agreement. By executing this Agreement, the CONTRACTOR agrees that the CONTRACTOR will exercise that degree of care, knowledge, skill, and ability as any other similarly situated contractor possessing the degree of skill, knowledge, experience, and expertise within the local area, working on similar activities. The CONTRACTOR shall perform the requested Services in an efficient manner, consistent with the AUTHORITY’s stated Scope of Services and industry standards.

B. The CONTRACTOR covenants and agrees that it and its employees, agents, sub-contractors, representatives, volunteers, and the like, shall be bound by the same standards of conduct as stated above.

SECTION 5. COMPENSATION.

A. The amount to be paid under this Agreement for acceptable performance of Fuel Tank Inspection and Maintenance Services, as described in Exhibit “A”, shall not exceed Three Hundred Twenty-Five Thousand, Six Hundred Eight Dollars and ($325,608) for the three-year term, based on the unit prices specified in Exhibit
“B.”

B. Compensation for Services completed by the CONTRACTOR shall be paid in accordance with section 218.70, Florida Statutes, Florida’s Prompt Payment Act.

C. Services performed in accordance with this Agreement are subject to the annual appropriation of funds by the AUTHORITY. The AUTHORITY reserves the right, in its sole discretion, to forego use of the CONTRACTOR for any project that may fall within the Scope of Services listed herein. In the event the AUTHORITY is not satisfied with the services provided by the CONTRACTOR, the AUTHORITY will hold any amounts due until the CONTRACTOR has appropriately addressed the problem to the satisfaction of the AUTHORITY.

SECTION 6. TERMINATION.

The AUTHORITY may terminate this Agreement, with or without cause, given thirty (30) days written notice to CONTRACTOR prior to the effective date of such cancellation.

SECTION 7. TERMINATION FOR CAUSE.

The AUTHORITY may terminate this Agreement, without further obligation, upon written notice to the CONTRACTOR if the CONTRACTOR breaches any material term of the Agreement and such breach remains uncured for thirty (30) days after receipt of said notice.

SECTION 8. PAYMENT WHEN SERVICES ARE TERMINATED.

A. In the event of termination of this Agreement by the AUTHORITY, and not due to the fault of the CONTRACTOR, the AUTHORITY shall compensate the CONTRACTOR for all authorized Services performed prior to the effective date of termination.

B. In the event of termination of this Agreement due to the fault of the CONTRACTOR, or at the written request of the CONTRACTOR, the AUTHORITY shall compensate the CONTRACTOR for all authorized Services completed, prior to the effective date of termination, which have resulted in a usable product or otherwise tangible benefit to the AUTHORITY. All such payments shall be subject to an offset for any damages incurred by the AUTHORITY resulting from any delay occasioned by early termination. This provision shall in no way be construed as the sole remedy available to the AUTHORITY in the event of breach by the CONTRACTOR.

SECTION 9. INSURANCE.

A. The CONTRACTOR shall procure and maintain the following types of insurance, with the respective limits, and shall provide proof of same to the AUTHORITY, in the form of a Certificate of Insurance prior to the start of any work hereunder:
1. **Worker’s Compensation:** The CONTRACTOR shall provide Worker’s Compensation coverage for all employees at the site location and in the case any work is subcontracted, shall require the subcontractor to provide Worker’s Compensation for all its employees. The limits shall be statutory for Worker’s Compensation and $1,000,000.00 for Employer’s Liability.

2. **Commercial General Liability:** The CONTRACTOR shall provide for all operations including, but not limited to Contractual and Products Completed Operations. The limits shall not be less than $1,000,000.00.

3. **Comprehensive Automobile Liability:** The CONTRACTOR shall provide coverage for all owned and non-owned vehicles for limits not less than $1,000,000.00.

4. **Umbrella Liability:** The CONTRACTOR shall provide an umbrella policy in excess to the coverage provided for in the above paragraphs of not less than $1,000,000.00.

B. The CONTRACTOR shall name “Tohopekaliga Water Authority” as a certificate holder and as additional insured, to the extent of the Services to be provided hereunder, on all required insurance policies, except for Worker’s Compensation policy, and provide the AUTHORITY with proof of the same.

C. The CONTRACTOR, and any authorized sub-contractor(s), shall provide the AUTHORITY’s Procurement Services with a Certificate of Insurance evidencing such coverage for the duration of this Agreement. The Certificate of Insurance shall be dated and show:

1. The name of the insured CONTRACTOR;
2. The specified job by name and job number;
3. The name of the insurer;
4. The number of the policy;
5. The effective date;
6. The termination date;
7. A statement that the insurer will mail notice to the AUTHORITY at least thirty (30) days prior to any material changes in the provisions or cancellation of the policy; and
8. A waiver of subrogation in favor of the AUTHORITY.
9. Coverage shall be primary and non-contributory.

D. Receipt of certificates or other documentation of insurance or policies or copies of policies by the AUTHORITY, or by any of its representatives, which indicates less coverage than is required, does not constitute a waiver of the CONTRACTOR’s obligation to fulfill the insurance requirements specified herein.
E. The CONTRACTOR shall ensure that any sub-contractor(s), hired to perform any of the duties contained in the Scope of Services of this Agreement, maintain the same insurance requirements as set forth herein. In addition, the CONTRACTOR shall maintain proof of the same on file and make readily available upon request by the AUTHORITY.

SECTION 10. AUTHORITY OBLIGATIONS.

At the CONTRACTOR’s request, the AUTHORITY agrees to provide, at no cost to the AUTHORITY, all pertinent information known to be available to the AUTHORITY to assist the CONTRACTOR in providing and performing the required Services.

SECTION 11. DOCUMENTS CONSTITUTING ENTIRE AGREEMENT.

The following documents are hereby incorporated and made part of this Agreement:

2. Exhibit B – Original bid submitted by Contractor

In the event of a conflict between the covenants, terms, and/or provisions of this Agreement and Exhibit “A,” the provisions of the Agreement shall take precedence.

SECTION 12. APPLICABLE LAW, VENUE, JURY TRIAL.

The laws of the State of Florida shall govern all aspects of this Agreement. In the event it becomes necessary for either Party to initiate legal action regarding this Agreement or the performance of the associated Services, venue shall lie in Osceola County, Florida. The Parties hereby waive their right to trial by jury in any action, proceeding or claim, arising out of this Agreement, which may be brought by either of the Parties hereto.

In all respects, this Agreement is governed by and construed in accordance with the laws of the State of Florida without giving effect to any choice of law rules thereof that may direct the application of the laws of another jurisdiction.

SECTION 13. PUBLIC RECORDS COMPLIANCE.

A. 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 the following:

Records Retention
951 Martin Luther King Blvd.
Kissimmee, Florida 34741
(407) 483-3822
B. The CONTRACTOR understands that by virtue of this Agreement all of its
documents, records and materials of any kind, relating to the relationship created
hereby, shall be open to the public for inspection in accordance with Florida law.
If CONTRACTOR shall act on behalf of the AUTHORITY, as provided under
section 119.011(2), Florida Statutes, as amended, the CONTRACTOR, subject to
the terms of section 287.058(1) (c), Florida Statutes, as amended, and any other
applicable legal and equitable remedies, shall:

1) Keep and maintain public records that ordinarily and necessarily would be
required by the AUTHORITY in order to perform the Service; and
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 Florida law; and
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 Agreement and destroy any
duplicate public records that are exempt or confidential and exempt from
public records disclosure requirement. All records stored electronically
must be provided to the AUTHORITY in a format that is compatible with
the information technology systems of the AUTHORITY; and
5) If the CONTRACTOR does not comply with a public records request, the
AUTHORITY shall enforce the contract provisions in accordance with the
Agreement.

SECTION 14. INDEPENDENT CONTRACTOR.

This Agreement does not create an employee/employer relationship between the Parties.
It is the Parties’ intention that the CONTRACTOR, its employees, sub-contractors,
representatives, volunteers, and the like, will be an independent contractor and not an employee of
the AUTHORITY for all purposes, including, but not limited to, the application of the following,
as amended: the Fair Labor Standards Act minimum wage and overtime payments; the Federal
Insurance Contribution Act; the Social Security Act; the Federal Unemployment Tax Act; the
provisions of the Internal Revenue Code; the State of Florida revenue and taxation laws; the State
of Florida workers’ compensation laws; the State of Florida unemployment insurance laws; and
the Florida Retirement System benefits. The CONTRACTOR will retain sole and absolute
discretion in the judgment of the manner and means of carrying out the CONTRACTOR’s
activities and responsibilities hereunder.

SECTION 15. APPLICABLE LICENSING.

The CONTRACTOR, at its sole expense, shall obtain all required federal, state, and local
licenses, occupational and otherwise, required to successfully providing the Services set forth
herein.
SECTION 16. COMPLIANCE WITH ALL LAWS.

The CONTRACTOR, at its sole expense, shall comply with all laws, ordinances, judicial decisions, orders, and regulations of federal, state, AUTHORITY, and municipal governments, as well as their respective departments, commissions, boards, and officers, which are in effect at the time of execution of this Agreement or are adopted at any time following the execution of this Agreement.

SECTION 17. INDEMNIFICATION.

To the fullest extent by law, the CONTRACTOR shall defend, indemnify, and hold harmless the AUTHORITY, its officials, agents, and employees from, and against, any and all claims, suits, judgments, demands, liabilities, damages, costs, and expenses (including, but not limited to, attorneys’ fees, paralegals’ fees, consultants’ fees, and costs at all administrative, pretrial, trial, and appellate levels) of any kind or nature whatsoever, arising directly or indirectly out of or caused, in whole or part, by any act or omission of the CONTRACTOR or its subcontractors (if any), anyone directly or indirectly employed by them, or anyone for whose acts any of them may be liable.

SECTION 18. SOVEREIGN IMMUNITY.

The AUTHORITY expressly retains all rights, benefits and immunities of sovereign immunity in accordance with Section 768.28, Florida Statutes. Notwithstanding anything set forth in any section, article or paragraph of this Agreement to the contrary, nothing in this Agreement shall be deemed as a waiver of sovereign immunity or the limits of liability which may have been adopted by the Florida Legislature or may be adopted by the Florida Legislature, and the cap on the amount and liability of AUTHORITY for damages, attorney fees and costs, regardless of the number or nature of claims in tort, equity or contract, and shall not exceed the dollar amount set by the Florida Legislature for tort. Nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim against the AUTHORITY which would otherwise be barred under the Doctrine of Sovereign Immunity or operation of law.

SECTION 19. BANKRUPTCY OR INSOLVENCY.

If the CONTRACTOR shall file a Petition in Bankruptcy, or if the same shall be adjudged bankrupt or insolvent by any Court, or if a receiver of the property of the CONTRACTOR shall be appointed in any proceeding brought by or against the CONTRACTOR, or if the CONTRACTOR shall make an assignment for the benefit of creditors, or proceedings shall be commenced on or against the CONTRACTOR’s operations of the premises, the AUTHORITY may terminate this Agreement immediately notwithstanding the notice requirements of Section 6 hereof.

SECTION 20. BINDING EFFECT.

This Agreement shall be binding upon and inure to the benefit of the parties hereto, their heirs, personal representatives, successors, and/or assigns.
SECTION 21. ASSIGNMENT.

This Agreement shall only be assignable by the CONTRACTOR upon the express written consent of the AUTHORITY.

SECTION 22. SEVERABILITY.

All clauses found herein shall act independently of each other. If any provision of this Agreement is held, by a court of competent jurisdiction, to be invalid, void, or otherwise unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way.

SECTION 23. WAIVER.

Failure of the Parties to insist upon strict performance of any of the covenants, terms, provisions, or conditions of this Agreement, or to exercise any right or option herein contained, shall not be construed as a waiver or a relinquishment for the future of any such covenant, term, provision, condition, or right of election, but the same shall remain in full force and effect.

SECTION 24. NOTICE.

The Parties agree and understand that written notice, mailed or delivered to the last known mailing address, shall constitute sufficient notice to the AUTHORITY and the CONTRACTOR. All notices required and/or made pursuant to this Agreement to be given to the AUTHORITY and the CONTRACTOR shall be in writing and given by way of the United States Postal Service, first class mail, postage prepaid, addressed to the following addresses of record:

AUTHORITY: Toho Water Authority
Attention: Procurement Services (Warehouse)
1628 S. John Young Parkway
Kissimmee, Florida 34741

CONTRACTOR: Fuel Tank Cleaners of Florida, Inc.
14710 7th Ave East.
Bradenton, FL 34212

SECTION 25. MODIFICATION.

The covenants, terms, and provisions of this Agreement may be modified by way of a written instrument, mutually accepted by the Parties hereto. In the event of a conflict between the covenants, terms, and/or provisions of this Agreement and any written Amendment(s) hereto, the provisions of the latest executed instrument shall take precedence.

SECTION 26. HEADINGS.

All headings of the sections, exhibits, and attachments contained in this Agreement are for the purpose of convenience only and shall not be deemed to expand, limit or change the provisions contained in such sections, exhibits, and attachments.
SECTION 27.  ADMINISTRATIVE PROVISIONS.

In the event the AUTHORITY issues a purchase order, memorandum, letter, or any other instrument addressing the Services, work, and materials to be provided and performed pursuant to this Agreement, it is hereby specifically agreed and understood that any such purchase order, memorandum, letter, or other instrument is for the AUTHORITY’s internal purposes only, and any and all terms, provisions, and conditions contained therein, whether printed or written, shall in no way modify the covenants, terms, and provisions of this Agreement and shall have no force or effect thereon.

SECTION 28.  CONFLICT OF INTEREST.

The CONTRACTOR warrants that the CONTRACTOR has not employed or retained any company or person, other than a bona fide employee working solely for the CONTRACTOR, to solicit or secure this Agreement, and that the CONTRACTOR has not paid or agreed to pay any person, company, corporation, individual, or firm 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 Section, the AUTHORITY shall have the right to terminate this Agreement immediately, without liability and without regard to the notice requirements of Section 6 hereof.

SECTION 29.  PUBLIC ENTITY CRIMES.

As required by section 287.133, Florida Statutes, the CONTRACTOR warrants that it is not on the convicted contractor list for a public entity crime committed within the past thirty-six (36) months. The CONTRACTOR further warrants that it will neither utilize the services of, nor contract with, any supplier, sub-contractor, or consultant in connection with this Agreement for a period of thirty-six (36) months from the date of being placed on the convicted contractor list.

SECTION 30.  EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY)

In accordance with State of Florida, Office of the Governor, Executive Order 11-116 (superseding Executive Order 11-02; Verification of Employment Status), in the event performance of this Agreement is or will be funded using state or federal funds, the CONTRACTOR must comply with the Employment Eligibility Verification Program (“E-Verify Program”), as set forth in 48 CFR 52.222-54 (as amended), incorporated herein by reference, which was developed by the federal government to verify the eligibility of individuals to work in the United States. If applicable, in accordance with Subpart 22.18 of the Federal Acquisition Register, the CONTRACTOR must comply with the following: (1) enroll in the E-Verify Program; (2) use E-Verify to verify the employment eligibility of all new hires working in the United States, except if the CONTRACTOR is a state or local government, the CONTRACTOR may choose to verify only new hires assigned to the Agreement; (3) use E-Verify to verify the employment eligibility of all employees assigned to the Agreement; and (4) include these requirement in certain subcontract, such as construction. Information on registration for and use of the E-Verify Program can be obtained via the internet at the Department of Homeland Security Web site: http://www.dhs.gov/E-Verify.
SECTION 31. JOINT AUTHORSHIP

This Agreement shall be construed as resulting from joint negotiation and authorship. No part of this Agreement shall be construed as the product of any one of the Parties hereto.

SECTION 32. EQUAL OPPORTUNITY EMPLOYER

The CONTRACTOR is an Equal Opportunity Employer and will comply with all equal opportunity employment laws. The CONTRACTOR will further ensure that all sub-contractors it utilizes in providing the Services required under this Agreement will comply with all equal opportunity employment laws.

SECTION 33. AUDITING, RECORDS, AND INSPECTION

In the performance of this Agreement, the CONTRACTOR shall keep books, records, and accounts of all activities, related to the Agreement, in compliance with generally accepted accounting procedures. Throughout the term of this Agreement, books, records, and accounts related to the performance of this Agreement shall be open to inspection during regular business hours by an authorized representative of the AUTHORITY, and shall be retained by the CONTRACTOR for a period of three years after termination or completion of the Agreement, or until the full Authority audit is complete, whichever comes first. The AUTHORITY shall retain the right to audit the books during the three-year retention period. All books, records, and accounts related to the performance of this Agreement shall be subject to the applicable provisions of the Florida Public Records Act, chapter 119, Florida Statutes. The AUTHORITY also has the right to conduct an audit within sixty (60) days from the effective date of this Agreement to determine whether the CONTRACTOR has the ability to fulfill its contractual obligations to the satisfaction of the AUTHORITY. The AUTHORITY has the right to terminate this Agreement based upon its findings in this audit without regard to the termination provision set forth herein.

SECTION 34. PROJECT MANAGERS

The AUTHORITY and the CONTRACTOR have identified the individuals listed below as Project Managers, who shall have the responsibility for managing the work performed under this Agreement. The person or individual identified by the CONTRACTOR to serve as its Project Manager for this Agreement, or any replacement thereof, is subject to prior written approval and acceptance by the AUTHORITY. If the AUTHORITY or CONTRACTOR replace their current Project Manager with another individual, an amendment to this Agreement shall not be required. The AUTHORITY will notify the CONTRACTOR, in writing, if the current AUTHORITY Project Manager is replaced by another individual.

A. The contact information for the AUTHORITY’s Project Managers is as follows:

William Becker
Water Treatment
Toho Water Authority
407-225-3349 (cell)
wbecker@tohowater.com
Ed Scott
Treatment Operations Manager
Toho Water Authority
407-948-8301 (cell)
escott@tohowater.com

Russ Moses
Lift Station Foreman
Toho Water Authority
1622 South John Young Parkway
Kissimmee, FL 34741
407-747-0893 (cell)
rmoses@tohowater.com

B. The CONTRACTOR Project Manager’s contact information is as follows:

Richard Hill, Vice President
Fuel Tank Cleaners of Florida, Inc.
14710 7th Ave. East
Bradenton FL 34212
941-750-0767
ftclisa@tampabay.rr.com

[THIS SPACE IS INTENTIONALLY LEFT BLANK.]
Section 35.  SIGNATORY.

Each signatory below represents and warrants that he or she has the full power, and is duly authorized by their respective Party, to enter into and perform under this Agreement. Such signatory further represents that he or she has fully reviewed and understands the terms and conditions set forth in this Agreement, including exhibits, and fully intends to abide by and comply with all of the terms and conditions set forth herein.

IN WITNESS WHEREOF, the Parties hereto, by their duly authorized representatives, have executed this Agreement effective the____ day of ________________, 2020.

FUEL TANK CLEANERS OF FLORIDA, INC.

By: __________________________
Print Name: _____________________
Title: __________________________

Attest: _________________________
Print Name: _____________________
Address: _______________________

TOHOPEKALIGA WATER AUTHORITY

By: __________________________
Print Name: Clarence L. Thacker
Title: Chairman Board of Supervisors

Attest: _________________________
Print Name: William Land
Title: Board of Supervisors Secretary
Address: 951 Martin Luther King Blvd.
Kissimmee, Florida 34741

STATE OF ____________________
COUNTY OF ____________________

The foregoing instrument was executed before me by means of [ ] physical presence or [ ] online notarization this ____ day of ________________, 2020, by ______________________ as __________________________ of Fuel Tank Cleaners of Florida, Inc., a Florida profit corporation, on behalf of the corporation. He / she is personally known to me OR has produced __________________________ as identification.

Signature: _________________________
Print Name: _______________________

NOTARY PUBLIC, State of ____________________
My Commission Number: __________________
My Commission Expires: __________________

(Stamp)
At the April 2020 Board meeting, the Board authorized the Executive Director to approve and execute a change order to Garney Companies’ South Bermuda Water Reclamation Facility Upgrade and Improvements contract for the Shingle Creek Reuse Augmentation facility rehabilitation. Staff reported a preliminary construction cost estimate of $100,000 provided by Garney and requested a contingency of $50,000.

The Shingle Creek Reuse Augmentation Project (SCRAP), completed in 2007, is designed to augment reuse supply with up to 6.0 mgd of treated surface water. A raw water pump station located on Shingle Creek withdraws untreated surface water from the creek and transfers it to the Actiflo Surface Water Treatment Plant (SWTP), located at the South Bermuda WRF, where the raw Shingle Creek water is treated to public access reuse standards. The water is then transferred to South Bermuda’s ground storage tanks for distribution to the reclaimed system.

Due to the increase in development within TWA’s service area, the water supplied by SREP is vital to continuing to provide adequate irrigation service to customers. Potable irrigation consists of approximately 5.0 mgd of TWA’s total potable water demand. Water supplied by SREP in conjunction with other planned capital projects will enable TWA to reduce potable irrigation demands by approximately 50% by supplementing with reuse. Shingle Creek is also a potential potable water supply and if developed will require additional treatment with SREP as a pretreatment facility.

The actual cost of the work is $142,151. The preliminary cost estimate from Garney was not a complete scope of work as all labor costs, the finalized list of analytical equipment, and concrete work associated with the chemical feed system modifications were not included. Staff and TWA’s continuing consultant, Tetra Tech, reviewed Garney’s finalized proposal finding the cost to be acceptable and the Executive Director executed the change order.
The Board approved the preliminary cost estimate of $100,000 and $50,000 for contingency, after change order execution, $7,849 remains for unforeseen conditions. Staff request an additional $42,151 for a total contingency of $50,000. Use of contingency will follow Procurement Department expenditure guidelines for staff execution. The additional contingency is requested because startup of out of service equipment may require additional expenditures due to unforeseen conditions.

The additional contingency will be funded by budgeted funds.

**Total Costs:**
Total not-to-exceed of $192,151 including $50,000 contingency.

**Recommended Action:**
Staff recommend the Board approve the additional contingency request of $42,151 for a total remaining contingency of $50,000. Furthermore, staff requests that the Board authorize the Executive Director to sign any contract amendments necessary to expend the contingency fund.

Initials: ER
Title:
RFQU-20-058: APPROVAL OF THE SELECTION OF BARNES, FERLAND, & ASSOCIATES, INC. TO PROVIDE CONSULTING SERVICES FOR THE SOUTHWEST WATER TREATMENT PLANT WELL #3, GROUND STORAGE TANK, AND PIPELINE PROJECT

Summary:

The Board of Supervisors is requested to approve the selection of Barnes, Ferland, & Associates, Inc. (BFA) as the top ranked consultant to provide design services, surveying and geotechnical services, hydrogeologic evaluations for well design, permitting, bidding assistance, construction administration and other related services for the Southwest Water Treatment Plant Well #3, Ground Storage Tank, and Pipeline project.

The Southwest Water Treatment Plant Well #3, Ground Storage Tank, and Pipeline project will increase the FDEP permitted capacity of TWA's Southwest Water Treatment Plant from 8.64 mgd to 12.5 mgd, thereby addressing the continued growth within the Western Service area. However, an increase in permitted FDEP plant capacity does not increase the South Florida Water Management District groundwater water use permit. The new well will be located within an existing easement at KUA’s Cane Island Power Plant. The project includes a new Upper Floridan Aquifer well, wellsit design, coordination with KUA, approximately 5,500 linear feet of raw water main, a new 2.0 MG ground storage tank, and all other work required for a fully functioning facility.

On February 2, 2020, a Request for Statements of Qualifications (RFQu) was publicly advertised for consulting services for the Southwest Water Treatment Plant Well #3, Ground Storage Tank, and Pipeline project. Five firms responded to the RFQu: BESH, Inc.; BFA, Inc.; CPH, Inc.; Reiss Engineering, Inc.; and Tetra Tech, Inc. Of the five firms, BFA, Inc., Reiss Engineering, Inc., and Tetra Tech, Inc., were shortlisted by a selection committee of TWA employees. The shortlisted firms were selected based on their experience with potable water well design projects and treatment facility improvements. The shortlisted firms were interviewed via teleconference. Following the interviews, the selection committee met to discuss and rank the firms. The staff committee ranked the firms as follows:
The staff committee selected BFA, Inc. as the top ranked firm because of their extensive experience in potable water well design and pipeline projects. BFA’s proposed project team was well organized and covered the various disciplines required for the scope of the project. In addition to BFA’s qualifications, the project team includes Carollo Engineers, Inc., which offers that firm’s experience in advanced water treatment processes, including sulfide removal technologies. The raw water from existing wells serving the Southwest WTP are historically high in sulfide content requiring specialized treatment processes.

With Board approval of staff’s consultant recommendation, a design, permitting, and construction administration scope of services will be negotiated and submitted to the Board at a subsequent meeting for consideration.

**Total Costs:**
None

**Recommended Action:**
Staff recommends the Board approve ranking of firms as presented and authorize negotiation of a contract with BFA, Inc. to provide design services, geotechnical and survey services, hydrogeological evaluations for well design, permitting, bidding assistance, construction administration, and other services for the Southwest Water Treatment Plant Well #3, Ground Storage Tank, and Pipeline project. In the event an agreeable contract cannot be reached with BFA, Inc. staff requests the ability to negotiate with the lower ranked firms.

Initials: ER
TITLE:
APPROVAL OF SECOND AMENDMENTS TO AGREEMENTS WITH INTUITION SYSTEMS, INC. D/B/A BILL2PAY, LLC AND NORTHEAST II, INC. D/B/A TC DELIVERS (RFP-17-072)

Summary:
In March of 2018, the Board approved two contract awards for the performance of services under RFP-17-072. TWA awarded contracts to Intuition Systems, Inc. (“Bill2Pay”), for electronic bill presentment, payment, and lockbox services, and Northeast II, Inc., d/b/a TC Delivers (“TC Delivers”) for printing of statements and delinquent notices, and mailing services. TWA uses the services provided by Bill2Pay and TC Delivers in the issuance of monthly bills and the processing of customer payments. Additionally, TC Delivers prints and mails statements for 114,000 TWA customers, on a monthly basis, and Bill2Pay processes approximately 97,000 monthly lockbox and electronic TWA customer payment transactions.

The Bill2Pay Agreement contains renewal terms that allow for an additional two-year term through March 2022. The TC Delivers Agreement contains renewal terms that allows for three additional one-year periods. Staff requests to extend the Bill2Pay Agreement for the next two years through March 2022 and the TC Delivers Agreement through March 2021. Staff request the Board provide the Executive Director the authority to execute documents necessary to extend the term of the agreement with TC Delivers for an additional year, through March 2022, subject to TC Delivers satisfactory performance over the next year and the estimated expenditures remaining the same. Staff anticipates a new agreement in 2022 to replace the current agreements for bill presentment, payment, lockbox, statement printing, and mailing services, subject to completion of the pending RFP process.

The annual not-to-exceed amount for Bill2Pay is $660,000. The annual estimated not-to-exceed amount for TC Delivers is $187,500. Funding is allocated for these services in the annual budget under other services.

Total Cost:
Intuition Systems, Inc. d/b/a Bill2Pay, LLC - a total not-to-exceed $1,320,000 for the renewal period; Northeast II, Inc. d/b/a TC Delivers - a total not-to-exceed $187,500 for the one-year renewal period plus the direct cost of postage.
Board Meeting Date: 5/13/2020

Category: Consent Agenda

Agenda Item: 7E

Recommended Action:
Staff recommends approval of the Second Amendment to the Agreement with Intuition Systems d/b/a Bill2Pay, LLC for bill presentment, payment, and lockbox services. Staff recommends approval of the Second Amendment to the Agreement with Northeast II, Inc. d/b/a TC Delivers for statement printing and mail processing services. Moreover, Staff requests approval for the Executive Director to execute an additional one-year renewal amendment near the end of the renewal period with TC Delivers, subject to satisfactory performance and provided the annual not-to-exceed amount remains at $187,500.

Initials: FH
This Payment Processing Services Agreement ("Agreement") is entered into as of the Effective Date by and between Bill2Pay, LLC ("Bill2Pay"), a Florida limited liability company with offices in Jacksonville and Clearwater, Florida, and the above referenced Client, an independent special district established and created pursuant to Chapter 189, Florida Statutes, by special act of the Florida Legislature, with offices at 951 Martin Luther King Boulevard, Kissimmee, Florida 34741.

1 SCOPE OF SERVICES

Bill2Pay shall furnish the services and implement the general product as set forth in the attached Exhibit A which is incorporated herein and made a part of this Agreement.

2 COMPENSATION

2.1 FEES

As consideration for the services set forth in Exhibit A ("Services"), Client shall pay Bill2Pay the fees according to the provisions contained in Exhibit B.

2.2 PRICING CHANGES

The fees defined in Exhibit B are fixed for the initial twenty-four (24) month term of the Agreement provided Client does not make a substantial change except if in accordance with the service description set forth in Exhibit A. Substantial changes include, but are not limited to, initiating a change in the form of Client’s customer payments, operating procedures, invoices, account numbers, Interactive Voice Response Systems (IVR), Web pages and links, operating procedures, invoices, account numbers or any other similar changes.

Should Client desire to make any such change, it shall give Bill2Pay at least thirty (30) days advance written notice. Client shall be responsible for any additional expenses incurred by Bill2Pay in the event Bill2Pay agrees to the change.

Credit/Debit and ACH processing rates and rules, are not controlled by Bill2Pay and they may change without prior notice. If such rates increase, Bill2Pay will increase the electronic pricing structure outlined in Exhibit B to exactly reflect such rate increases. In the event during any calendar quarter: (i) the average payment amount charged on a credit card increases by more than ten percent, or (ii) the percentage of ACH transactions (eChecks payments) compared to the number of credit and debit card transactions decreases by more than five percent, and/or (iii) the percentage of the aggregate number of credit card transactions divided by the aggregate number of debit card transactions increases by more than ten percent, Bill2Pay is allowed upon thirty (30) days’ prior notice, to increase its fees to compensate Bill2Pay for its increased card processing costs.

2.3 INVOICES
Bill2Pay will send Client a monthly invoice for all charges incurred. The invoices will also include detail for volumes and the number of transactions processed.

Client shall pay invoices within forty-five (45) days of issue. Invoices not paid within forty-five days shall be charged interest which compounds daily. The interest rate shall be the lower of 18% simple interest. This interest shall accrue from the issue date and shall continue until invoice is paid in full.

Should Client object to any invoice or portion thereof then Client shall pay such invoice under protest. Should the parties not be able to resolve such dispute the matter shall be resolved pursuant to subparagraph 12 – Arbitration.

<table>
<thead>
<tr>
<th>Invoices and detail will be sent to:</th>
<th>Payment will be sent to:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Tohopekaliga Water Authority</td>
<td>Bill2Pay, LLC</td>
</tr>
<tr>
<td>951 Martin Luther King Blvd</td>
<td>4700 140th Avenue North, Suite 106</td>
</tr>
<tr>
<td>Business Services</td>
<td>Accounting</td>
</tr>
<tr>
<td>Kissimmee, FL 34741</td>
<td>Clearwater, FL 33762</td>
</tr>
</tbody>
</table>

2.4 CHARGEBACKS AND OFFSET

Bill2Pay may withhold from all payments or disbursements made to Client under this Agreement any amounts owed to Bill2Pay due to Client’s customer’s returned payments, chargebacks, and all other amounts owed by Client to Bill2Pay. These amounts will include these amounts and applicable fees. In the event Bill2Pay is not reimbursed for these amounts it will constitute a withholding of fees governed by paragraph 4.3 of this Agreement.

3 AGREEMENT TERM

3.1 TERM

The term of this Agreement is amended to extend through March 31, 2022, and may be extended upon mutual agreement of both Parties when in the best interest of the Client.

3.2 RENEWAL OPTIONS

This term may be renewed provided Bill2Pay and Client mutually agree to the renewal.

4 TERMINATION

4.1 TERMINATION FOR CONVENIENCE

Bill2Pay or Client may terminate this Agreement for convenience, without further obligation, upon one-hundred eighty (180) days’ prior written notice to the other party.

4.2 TERMINATION FOR CAUSE

Bill2Pay or Client may terminate this Agreement, without further obligation, upon written notice to the other party if the other party breaches any material term of the Agreement and such breach remains uncured for thirty (30) days after receipt of said notice.

Bill2Pay may terminate this Agreement, without further obligation, upon written notice to Client if Client withholds, or does not pay, any fees claimed by Bill2Pay. In such event the period to cure shall be seven (7)
days after receipt of said notice.

5 RESPONSIBILITIES

5.1 RESPONSIBILITY FOR THE DATA

Bill2Pay assumes no liability for loss of input payment data, checks or other information before such data is in possession Bill2Pay. Bill2Pay will reimburse Client for the recovery of overdraft fees charged to a Client customer as a direct result of a payment transaction error by Bill2Pay. Bill2Pay will further reimburse Client for any payments made by Client to Bill2Pay which may be subsequently reversed for any reason.

Possession of data in the Bill2Pay Amazon Web Services (AWS) cloud environment first occurs when the items to be processed are delivered electronically and successfully stored by Bill2Pay’s electronic payment application, or when items are delivered physically to Bill2Pay’s lockbox processing facility and ends when the information has been delivered to Client’s depository institution. Bill2Pay ensures the protection and integrity of the data and system in AWS.

Bill2Pay shall not be liable for any error in judgment, for any act taken or not taken, or for any mistake of fact or law, except for willful misconduct or criminal behaviour. Bill2Pay may rely upon any notice, demand, request, letter, certificate, agreement or any other document which purports to have been transmitted or signed by or on behalf of Client indicated as the sender or signatory thereof and shall have no duty to make any inquiry or investigation.

Bill2Pay disclaims all implied warranties and conditions, express, implied or statutory, including without limitation those of merchantability and fitness for a particular purpose, the implied warranties of title and/or non-infringement. Bill2Pay does not warrant that the services will be uninterrupted or error free, nor does Bill2Pay make any warranty as to the performance or any results that may be obtained by the use of the services.

Bill2Pay shall make reasonable efforts to ensure that all transaction requests are processed in a timely manner. However, Bill2Pay makes no representations or warranties regarding the amount of time needed to complete processing because the Services are largely dependent upon many factors outside of our control, such as delays in the banking system or the U.S. mail service. Bill2Pay does not endorse any third party’s website or platform. In no event will Bill2Pay be liable for any act or omission of any third party, including, but not limited to, any payment system, any third party service provided, any provider of telecommunication services, any mail or delivery service or any payment or clearing house system or for any circumstance beyond Bill2Pay’s control. Each party acknowledges that it has not entered into this agreement in reliance upon any warranty or representation except those specifically set forth herein.

Bill2Pay’s liability and Client’s remedy for actual costs and losses resulting from Bill2Pay’s actions and/or omissions during any 12-month period, whether the claim is in contract or tort, in no event will not exceed three (3) times the average monthly fees for the services provided over the three (3) months prior to the event giving rise to liability. Any claim, action or proceeding by Client to enforce the terms of this agreement or to recover for any service error or loss must be commenced within one (1) year from the date that the event giving rise to the claim, action or proceeding first occurs failing which Client shall forego right to make such claim. In the event the foregoing is not enforceable for any reason, then Bill2Pay’s maximum aggregate liability arising from or related to any claim (or
series of related claims) shall not exceed the aggregate purchase price paid or payable for the services which are the subject of the transaction(s) giving rise to the claim. Client agrees to cooperate with Bill2Pay in any loss recovery efforts Bill2Pay might undertake to reduce any loss or liability that arises in connection with Client services.

Bill2Pay makes no representations or warranties other than those expressly made in this Agreement.

5.2 CLIENT’S RESPONSIBILITIES

Client shall use commercially reasonable efforts to monitor the Services. Client agrees that it shall review all reports and invoices prepared by Bill2Pay or its agents and make available to Client including, but not limited to, reports transmitted by electronic transmission. In the event Client believes Bill2Pay has failed in any way to provide the Services or in the event any report provided to Client contains any error, Client agrees to provide Bill2Pay with written notice, specifically detailing any alleged failure within thirty (30) days of the date on which the alleged failure first occurred. Client shall implement and maintain its software and transmission system’s integrity to protect against and prevent hackers to access private information and prevent vulnerabilities that would allow malicious software (i.e., viruses and worms) to gain access to or disrupt Bill2Pay’s network. In the event Client believes that its system has been compromised, Client shall immediately notify Bill2Pay in writing.

Client is required to provide and maintain Client’s own compatible hardware and software necessary to use the Services.

Bill2Pay agrees to be liable for any and all damages, losses, and expenses incurred, by the Client, caused by the acts and/or omissions of the Bill2Pay, or any of its employees, agents, sub-contractors, representatives, volunteers, or the like. Bill2Pay agrees to indemnify, defend and hold the Client harmless for any and all claims, suits, judgments or damages, losses and expenses, including but not limited to, court costs, expert witnesses, consultation services and attorney’s fees, arising from any and all acts and/or omissions of Bill2Pay, or any of its employees, agents, sub-contractors, representatives, volunteers, or the like. Said indemnification, defense, and hold harmless actions shall not be limited by any insurance amounts required hereunder.

6 INSURANCE AND BOND

Bill2Pay shall maintain the following coverage:

I. **Worker’s Compensation Insurance** which shall fully comply with the statutory requirements of applicable state and federal laws.

II. **Employers’ Liability Insurance** with limits no lower than $500,000 per accident, $500,000 for disease per employee and $500,000 disease policy limits.

III. **Commercial General Liability Insurance** with a minimum combined single limit of liability of $1,000,000 per occurrence per location and $2,000,000 aggregate for bodily injury and/or death and/or property damage and/or personal injury. This policy shall include products, completed operations coverage, and Broad Form Contractual Insurance specifically covering this Agreement.

IV. **Fidelity Bond** for coverage for the dishonest acts of its employees with a minimum amount of $1,000,000.

V. **Crime:** $5,000,000

VI. **E&O Liability:** $5,000,000

VII. **Cyber Liability:** $5,000,000

VIII. **Automobile Liability:** $1,000,000

IX. **Umbrella Liability:** Each Occurrence and Aggregate $5,000,000
7 CONTRACT DOCUMENTS

7.1 CONTRACT DOCUMENTS

The following Contract Documents are incorporated into and made part of this Agreement. In the event of any conflict between the Contract Documents or any ambiguity, the following priority is hereby established:

I. Signed Amendments to this Agreement
II. This Payment Processing Services Agreement
III. Exhibits to this Agreement

Client has read and executed these exhibits.

7.2 ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties. No other representations have been made by either of the parties other than what has been set forth herein. This Agreement may only be amended by written amendment signed by both parties.

All the representations made by Bill2Pay with respect to the provisions of the services are set forth in this Agreement and Client acknowledges that it has not relied upon any other statements Client acknowledges that it has not relied upon any other prior statements or negotiations.

7.3 SEVERABILITY

If any provision of this Agreement shall be held to be invalid or unenforceable, the remaining provisions shall continue to be valid and enforceable. If a court, or arbiter, finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid or enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

7.4 HEADINGS

Headings are only included for reference and convenience. They are not intended to define the scope of any provision and should not be used to construe or interpret this Agreement.

7.5 ASSIGNMENT

Client may not assign this Agreement, in whole or in part, to any other person or entity without the prior written consent of Bill2Pay. Bill2Pay may assign this Agreement upon notice to Client. Any assignment or transfer in violation of this provision is void.

8 CONTACTS

8.1 NOTICES

Whenever, under this Agreement, one party is required to give notice to the other, such notice shall be deemed given, if mailed by United States mail, registered or certified mail, return receipt requested,
postage prepaid and addressed as shown below. Either party may at any time change its address for notification purposes by mailing a notice stating the change and setting forth the new address.

**Client**
Tohopekaliga Water Authority  
951 Martin Luther King Blvd  
Business Services  
Kissimmee, FL 34741

**Bill2Pay**
Bill2Pay, LLC  
9428 Baymeadows Way, Ste 500  
Accounting  
Jacksonville, FL 32256

### 8.2 PRIMARY CONTACTS For informational purposes only

<table>
<thead>
<tr>
<th>Name</th>
<th>Company</th>
<th>Address</th>
</tr>
</thead>
<tbody>
<tr>
<td>Rodney Henderson</td>
<td>Tohopekaliga Water Authority</td>
<td>951 Martin Luther King Blvd</td>
</tr>
<tr>
<td>Kathy Wilson</td>
<td>Bill2Pay, LLC</td>
<td>4700 140th Ave. North Ste 106 Clearwater, FL 33762</td>
</tr>
</tbody>
</table>

### 9 FORCE MAJEURE – SUSPENSION OF OPERATIONS

Bill2Pay plans several scheduled maintenance windows each year in order to maintain and increase the availability or performance of the Services. Bill2Pay shall make reasonable commercial efforts to provide Client with prior notice of such service maintenance windows.

Performance of these services will be provided in Bill2Pay’s facilities in either Clearwater or Jacksonville, Florida. Neither party shall be liable for damages for delay in Services should both of these facilities be unavailable due to causes beyond its control and without its fault or negligence. In the case of a delay by Bill2Pay, Bill2Pay shall, within four (4) hours from the beginning of such delay, notify Client of the cause of delay and Bill2Pay’s contingency plan to cure such delay.

These causes include, but are not limited to, acts of God, acts of public enemy, acts of the government, foreign or domestic terrorists, fires, floods, epidemics, strikes, labour disturbances, and freight embargoes. It will not be including delays caused by subcontractors or suppliers.

If a delay exceeds a total of five (5) days, Client may immediately with necessity of further notice, terminate this Agreement. Where Bill2Pay is prevented from providing the Services due to a cause listed above, Bill2Pay shall use its best efforts to resume Services as soon as such cause ends.

### 10 CONFIDENTIALITY; COMPLIANCE WITH FLORIDA PUBLIC RECORDS ACT

10.1 Each party acknowledges and agrees that all information disclosed by one party (“Discloser”) to the other party (“Recipient”) in connection with this Agreement and the Services, including, but not limited to, the terms of this Agreement, a party’s confidential business and financial information, licenses, business plans, data, and processes which is (i) identified at the time of disclosure as confidential, either written or verbally, or (ii) disclosed in a manner such that a reasonable person would understand its confidential or proprietary nature shall be considered “Confidential Information”. Confidential Information also includes each party’s customer information, and all personal information of the parties. Recipient will hold the Confidential Information in strict confidence, and will restrict its use of Confidential Information to the
purposes anticipated in this Agreement. Recipient hereby acknowledges the Discloser is the owner or licensee of the Confidential Information. Notwithstanding the foregoing to the contrary, Recipient will not be obligated to hold confidential any information from Discloser which (i) is or becomes known to the general public; (ii) is rightfully received by Recipient from a third party without a duty of confidentiality; or (iii) was already known to Recipient prior to the disclosure, and that knowledge was evidenced in writing prior to the date of disclosure. If a valid order is issued by a court or government agency requiring Recipient to disclose Confidential Information, Recipient will notify Discloser of the request unless prohibited from providing such notification. The rights and obligations of this paragraph 10 will survive termination of this Agreement for the longer of three (3) years from expiration or termination of this Agreement, or the confidentiality period required by applicable law.

10.2 Each party acknowledges that unauthorized disclosure or use of the Confidential Information by a party may irreparably damage the other party in such a way that adequate compensation could not be obtained from damages in an action at law. Accordingly, the actual or threatened unauthorized disclosure or use of any Confidential Information shall give the Discloser the right to seek injunctive relief restraining such unauthorized disclosure or use, in addition to any other remedy otherwise available (including reasonable attorneys’ fees). Each party hereby waives the posting of a bond with respect to any action for injunctive relief.

10.3 If Bill2Pay has questions regarding the application of Chapter 119, Florida Statutes, to Bill2Pay’s duty to provide public records relating to this Agreement, contact the custodian of public records at the following:

Records Retention
951 Martin Luther King Blvd.
Kissimmee, Florida  34741
publicrecordsrequests@tohowater.com

10.4 Bill2Pay understands that by virtue of this Agreement all of its documents, records and materials of any kind, relating to the relationship created hereby, shall be open to the public for inspection in accordance with Florida law. If Bill2Pay shall act on behalf of the Client, as provided under section 119.011(2), Florida Statutes, as amended, and any other applicable legal and equitable remedies, shall:

1) Keep and maintain public records that ordinarily and necessarily would be required by the Client in order to perform the service; and
2) Provide the public with access to public records on the same terms and conditions that the Client would provide the records and at a cost that does not exceed the cost provided by Florida law; and
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 Client, all public records in possession of Bill2Pay upon termination of this Agreement and destroy any duplicate records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the Client in a format that is compatible with the information technology systems of the Client; and
5) If Bill2Pay does not comply with a public records request, the Client shall enforce the contract provisions in accordance with this Agreement.
11 AMERICAN EXPRESS OBLIGATIONS

11.1 AMERICAN EXPRESS COMPLIANCE

Client agrees to comply with all applicable law, rules and regulations, including all the American Express Merchant Operating Guide requirements, which are incorporated into this Agreement by referenced as if they were fully set forth in the Agreement. The American Express Merchant Operating Guide may be viewed at: www.americanexpress.com/merchantopguide.

11.2 PROCESSING RESTRICTIONS

Client is prohibited from processing Transactions (as defined in the American Express Merchant Operating Guide) or receiving payments on behalf of, or (unless required by law) re-directing payments to any other party.

11.3 THIRD PARTY BENEFICIARY RIGHTS

a. Client confers on American Express the third party beneficiary rights, but not obligations, to the Sponsored Merchant’s Agreement and subsequent addendums (collectively the “American Express Agreement”) between Sponsored Merchant and Payment Service Provider and, as such, American Express has the express right to enforce the terms of the American Express Agreement against the Sponsored Merchant.

b. Client warrants that it does not hold third party beneficiary rights to any agreements between Bill2Pay and American Express and at no time will attempt to enforce any such agreements against American Express.

11.4 AGREEMENT TO ACCEPT AMERICAN EXPRESS CARDS

Except as provided by law, Client shall accept American Express Cards in connection with the payment processing services provided by Bill2Pay pursuant to this Agreement.

12 DISPUTE RESOLUTION

12.1 ARBITRATION

In the event of any dispute, the parties shall first attempt, in good faith, to resolve such dispute by negotiations between the parties. In the event the dispute has not been resolved by negotiations, Bill2Pay and Client agree that any dispute arising from or relating to this Agreement, shall be decided through arbitration under the Commercial Rules of the American Arbitration Association, which shall be held in Jacksonville, Florida. In the event Client has any dispute arising or relating to this Agreement against American Express or its affiliates, such dispute shall be governed by the Arbitration Agreement contained in the American Express Merchant Operating Guide.

12.2 CHOICE OF LAW

This Agreement shall be governed by the laws of the State of Florida without reference to their rules regarding conflicts of law.
12.3 VENUE

If for any reason the parties do not arbitrate in accordance with subparagraph 12.1 the parties agree to Jacksonville, Florida as the exclusive venue and jurisdiction for any dispute arising from or relating to this Agreement. Client acknowledges and agrees that in no event shall Bill2Pay, its affiliates, agents, successors, or assigns be liable to client for any damages, losses, or costs incurred, including incidental, indirect, speculative, consequential, special, punitive, or exemplary damages of any kind (whether based on contract, tort, including negligence, strict liability, fraud, or otherwise, or statutes, regulations, or any other theory), arising out of or in connection with this Agreement.

12.4 WAIVER OF JURY TRIAL

Bill2Pay and Client both waive any right to a jury trial for any dispute arising from or relating to this Agreement.

12.5 SEVERABILITY

If any court determines any provision of this Agreement is invalid or unenforceable, any invalidity or unenforceability will affect only that provision and will not make any other provision of this Agreement invalid or unenforceable and such provision shall be modified, amended, or limited only to the extent necessary to render it valid and enforceable.

12.6 COUNTERPARTS, ELECTRONIC TRANSACTION, AND ELECTRONIC SIGNATURE.

This Agreement may be electronically executed by the Parties in counterparts up to but not exceeding the number of parties, each of which shall be deemed an original and all of which, taken together, shall constitute one agreement. Each Party may deliver its executed signature page by email transmission to the other Parties at the email addresses set forth herein. Delivery shall be effective and complete upon completion of such email transmission. The Parties agree that electronic signatures may be used in the execution of this Agreement in accordance with Parts I and II of Chapter 668, Florida Statutes.

13 SIGNATURES

In Witness Whereof, the parties hereto have executed this Agreement as of the Effective Date by the undersigned officer’s thereunto duly authorized.

Tohopekaliga Water Authority

Sign: ..................................................
Name: _______Todd P. Swingle________
Title: _______Executive Director________
Date: ________________________________

Bill2Pay, LLC

Sign: ..................................................
Name: _______Richard Stierwalt________
Title: _______CEO_____________________
Date: ________________________________
## PCI Responsibility Matrix and Agreement

<table>
<thead>
<tr>
<th>PCI Requirement</th>
<th>Bill2Pay (Service Provider) Responsibility</th>
<th>Client Responsibility</th>
</tr>
</thead>
<tbody>
<tr>
<td>1: Install and maintain a firewall configuration to protect cardholder data</td>
<td>Limiting network access to and from devices used within the Bill2Pay online ordering platform to the most restrictive possible.</td>
<td>Although not directly handling cardholder data, where applicable Client is advised as best practices to maintain firewall configurations that protect internal networks and any data.</td>
</tr>
<tr>
<td>2: Do not use vendor-supplied defaults for system passwords and other security parameters</td>
<td>Adhering to CIS-derived system hardening policies for all devices and systems within the Bill2Pay online ordering platform.</td>
<td>Although not directly handling cardholder data, where applicable Client is advised as best practices to not use vendor-supplied defaults or system passwords and other security parameters.</td>
</tr>
<tr>
<td>3: Protect stored cardholder data</td>
<td>Securely storing (or not storing) cardholder data within the Bill2Pay, platform in line with PCI Requirement 3.</td>
<td>Not applicable, Client does not store cardholder data.</td>
</tr>
<tr>
<td>4: Encrypt transmission of cardholder data across open, public networks</td>
<td>Requiring secure transmission of cardholder data into the Bill2Pay platform and sending data to payment gateways in the most secure manner supported.</td>
<td>Although not directly handling cardholder data, where applicable Client is advised as best practices to encrypt transmission of data regardless of type but especially sensitive data.</td>
</tr>
<tr>
<td>5: Protect all systems against malware and regularly update anti-virus software or programs</td>
<td>Regularly scanning Bill2Pay platform servers for malware and viruses with up-to-date anti-virus software.</td>
<td>Although not directly handling cardholder data, Client is advised as best practices to protect all systems against malware and regularly update/maintain anti-virus software or programs.</td>
</tr>
<tr>
<td>6: Develop and maintain secure systems and applications</td>
<td>Following secure development and change control procedures for all changes to Bill2Pay platform components and ensuring that all Bill2Pay, platform components have the latest vendor-supplied security patches installed.</td>
<td>Although not directly handling cardholder data, where applicable Client is advised as best practices to follow secure development, change control and patching processes.</td>
</tr>
<tr>
<td>7: Restrict access to cardholder data by business need to know</td>
<td>Restricting access to cardholder data to systems and parties authorized within Bill2Pay, partners or by Client.</td>
<td>Not applicable.</td>
</tr>
<tr>
<td>8: Identify and authenticate access to system components</td>
<td>Identifying and authenticating access to Bill2Pay-controlled components in PCI scope.</td>
<td>Although not directly handling cardholder data, where applicable Client is advised as best practices to identify and authenticate system components but especially sensitive data areas.</td>
</tr>
<tr>
<td>9: Restrict physical access to cardholder data</td>
<td>Restricting physical access to Bill2Pay platform to PCI level 1 hosting providers.</td>
<td>Not applicable.</td>
</tr>
<tr>
<td>10: Track and monitor all access to network resources and cardholder data</td>
<td>Logging and monitoring all activity occurring within the Bill2Pay’s Platform .</td>
<td>Although not directly handling cardholder data, where applicable Client is advised as best practices to track and monitor access to local network resources especially in areas where card scan devices may be installed.</td>
</tr>
<tr>
<td>11: Regularly test security systems and processes.</td>
<td>Testing the security systems and processes for the Bill2Pay’s card processing Platform.</td>
<td>Not applicable.</td>
</tr>
<tr>
<td>12: Maintain a policy that addresses information security for all personnel</td>
<td>Maintaining security policies for all Bill2Pay employees and contractors.</td>
<td>Although not directly handling cardholder data, where applicable Client is advised as best practices to establish an information security policy for all personnel.</td>
</tr>
</tbody>
</table>
Examples of Bill2Pay’s Responsibilities

- Preventing credit/debit card data from being intercepted in-transit between a Client submitting credit/debit card data and our platform servers.
- Preventing credit/debit card data stored or transmitted within our platform from being stolen by unauthorized parties. Restricting access to sensitive data transmitted and stored by Bill2Pay’s platform to only those with a business need.

Examples of Client Responsibilities

- Maintaining patched and updated malware tools supporting systems.
- Regularly updating operating systems and applications installed.
- Security of third party developers or agencies that develop for Client and may interface with Bill2Pay’s platforms.
- Security of POS system(s) scanners and local environments that interface with Bill2Pay’s platforms.

Examples of End-User Responsibilities

- Security of the device or browser being used to enter credit/debit card data. For example, Bill2Pay is not responsible for malicious browser plugins or key loggers.

By this written agreement, known as the “PCI Responsibility Matrix and Agreement”, Bill2Pay provides acknowledgement that Bill2Pay, the service provider, is responsible for the security of cardholder data it may possess or otherwise store, process or transmit on behalf of Client, or to the extent that they could impact the security of Client’s cardholder data. Client acknowledges and agrees to Bill2Pay’s and its responsibilities in the above responsibility matrix.

Initial Here:

[Signature]

Client  Bill2Pay
Exhibit A – Scope of Service

LOCKBOX

Bill2Pay agrees to provide remittance processing and other enumerated related services for Client in accordance with the procedures listed below.

1. **Post Office Box:** A Post Office caller service box will be opened by Client at the Tampa Regional Airport Post Office facility in Tampa, Florida. The actual post office box will be in the name of and owned by Client and Client will grant Bill2Pay exclusive use of the post office box for the term that this Agreement is in effect. Bill2Pay will pay for the cost of the lockbox at the Tampa Airport and pass through the cost to the Client on an annual basis. Mail addressed to the box will be picked up each business day (Monday through Saturday), opened and the envelope contents reviewed and processed in accordance with the terms of the Agreement.

2. **Mail Processing:** Bill2Pay will open all mail and prepare the remittance coupons and payment checks for processing. Bill2Pay shall not process those items documented in the Lockbox Information Sheet not to be processed. Unless otherwise agreed upon, all processed checks will be endorsed:

<table>
<thead>
<tr>
<th>For Deposit Only:</th>
<th>Bank of Deposit Name</th>
</tr>
</thead>
<tbody>
<tr>
<td>Client Name:</td>
<td>Toho Water</td>
</tr>
<tr>
<td>Bank Account Number:</td>
<td>Bank Account Number</td>
</tr>
</tbody>
</table>

3. **Authorization:** Bill2Pay is hereby authorized to accept for deposit into Client demand deposit accounts at Client’s designated bank of deposit, drafts and other items made payable to or endorsed in favor of the Client or a reasonable variation thereof. Client has designated their demand deposit accounts to be used by Bill2Pay for lockbox deposits and adjustments hereunder. The funds associated with the Client will be deposited into the demand deposit account on the date that such checks and remittance coupons are processed by Bill2Pay, or the next business banking day when such items are processed on a Saturday, Sunday or holiday.

4. **Delivery:** Bill2Pay will deliver by courier or overnight express to Client on the same day the check and remittance mail is opened and processed such documents together with items not processed for reasons set forth in the Lockbox Information Sheet or Exhibit B. This delivery will include daily hard copy reports (if applicable), of all processed remittances, correspondence, and a copy of the deposit slip.

5. **Record Retention:** Bill2Pay will maintain an image record of all checks, which are processed by Bill2Pay for a period of one (1) year. Upon request these records will be sent to Client within 2 days of the request.

6. **Payment Amount Discrepancy:** If the handwritten amount on a payment differs from the numeric amount, the amount, which agrees to the invoice, will be accepted.

7. **Client Changes:** Client will notify Bill2Pay at least sixty (60) days in advance of any change in the form of its customer payments, invoices, and envelopes or in the regular monthly mailing schedule of such documents.

ELECTRONIC

Bill2Pay shall provide electronic payment processing solutions to Client that will allow Client to take credit/debit card and eCheck (ACH) transactions for its end users. Bill2Pay’s electronic payment channels include: online, in-person, and IVR. All payment screens clearly show if any convenience fees are being charged so the customer is aware of the fee before the transaction is processed. The customer will clearly see (spoken to for phone payments) the transaction amount, convenience fee amount (if applicable), and total amount paid when the payment has been processed on the payment receipt and confirmation email. Every transaction has a unique confirmation number that will be printed on the receipt provided to the customer. All payments taken over Bill2Pay’s electronic solutions post in real-time to the Client Administration Portal and in real time over an API connection to your back-end system. Manual posting is also available. **Hardware and other charges may apply as outlined in the Pricing Sheet in Exhibit B.**
ONLINE PAYMENTS

All online web pages are mobile enabled. The website will automatically detect what device each visitor is using, then properly fit and display the page in the best format for that device, whether it be a smartphone, tablet, or laptop. The online payments solution will allow your customers to make payments with a credit/debit card or eCheck (ACH) 24/7/365, and are PCI Level 1/NACHA compliant. Bill2Pay’s Online Solution has the following features:

- **Payment Frequency** – There are different ways to allow your customer to schedule payments:
  - **Pay Now**: An immediate payment made by the customer. The amount the customer is allowed to pay is customizable to Client’s business rules. For example, we can set the parameters to allow only the exact amount due, or allow payments that are either under or over the exact amount due.
  - **Scheduled Payment**: Your customers can schedule a payment to be made on a specific future date of their choice.
  - **Automatic Payment**: Your customers exact balance will be debited from customer’s designated payment method on their due date.

- **Wallet** – We have the capability to allow your customer to store payment methods such as credit/debit cards and bank accounts in their profile to for future payments.

- **Email Payment Confirmation** – Our system will automatically send an email payment confirmation for all approved payments.

POS WALK IN PAYMENTS (OPTIONAL)

Bill2Pay’s Point of Sale (POS) Solution is part of our Client Administration Portal which offers your employees a secure web-based application that is PCI Level 1/NACHA compliant and accessible from any computer, laptop, tablet or smartphone. A secure web link is provided where employees log in and perform real-time credit/debit card transactions for walk-up customers. Our POS solution has a shopping cart and the ability to email customer receipts when payment is made. Our solution operates using the latest security standards with integrated EMV credit/debit card chip readers.

All hardware is supported and maintained by Bill2Pay. Bill2Pay’s hardware devices are upgraded remotely. If a hardware device needs upgrades, Bill2Pay’s Client Care Team will work with each department and communicate the upgrade process. All upgrades and maintenance occurs outside of normal business hours.

IVR – PAYMENTS

The IVR phone number can be a local or toll free phone number. The IVR will allow your customers to make payments with a credit/debit card or eCheck (ACH) over the phone 24/7/365. Bill2Pay will work with the Client to configure customized call scripts. It allows for real-time account look up and posting of payments. The IVR is fully hosted and maintained by Bill2Pay.

TEXTPAY

Clients customers will be able to setup TextPay from their Profile online. A customer will select an existing, or enter a new phone number, and their preferred payment method to begin receiving TextPay notifications. Customers will be required to have a valid payment method stored within their own profile and will have to verify their cell phone number prior to completing their registration.

TextPay notifications will include summary information about the enrolled customer account (account number, amount due, due date, etc.) and will include simple instructions on how to complete the transaction. Customers will have the capability to edit their preferred payment method and phone number at any time through their online profile.
E-BILLING

The Bill2Pay profile allows customers to sign-up for email delivery of their monthly statement. This email will enable customers to efficiently make ACH or Credit/Debit Card payments through Bill2Pay payment processing channels.

OTHER ITEMS:

Client is responsible for all Chargebacks and Returned eCheck (ACH) transactions. Bill2Pay shall immediately reimburse all Chargebacks/Returned eChecks (ACH), including through netting or separate debit from the Clients’ bank account, for the Chargeback/ Returned eCheck (ACH) amount from the next deposit, regardless of the ultimate resolution.

If required by the credit card organizations, Client will enter into all applicable Merchant Card Agreements and fully adhere to the rules, regulations and operating procedures of the various card organizations, including without limitation, with respect to the use of specific card logos and marks.

Data transmissions must be compatible with Client’s accounts receivable application. Bill2Pay’s payments processing systems and Data transmissions must be compliant and compatible with any applicable Health Insurance Portability and Accountability Act (HIPAA) provisions, PCI provisions, and Red Flag compliant.

Bill2Pay will maintain functionality of Bill2Pay Electronic Payment Processing Solutions in compliance with all state, county, and municipal mandates and laws. Client will notify Bill2Pay of any upcoming changes in this regard. Bill2Pay ensures the integrity and protection of the data in its systems.

Client will ensure that terminated Client’s employee’s user account will be deactivated or deleted in Bill2Pay’s system upon Client’s employee’s termination.

Bill2Pay’s Client Care team will host regularly scheduled calls with Client.

Client’s executive team will have a list of current and future projects Bill2Pay is working on for them, and will be able reassess and reprioritize these projects on a quarterly basis.

Initial Here:

________     ________
Client           Bill2Pay
### Fee Schedule - Electronic Bill Payment Services

Payments made inside the customer payment portal (fees ABSORED by the Authority)

| Payment Method                  | Transaction Fee       | Comment                                           |
|---------------------------------|-----------------------|                                                  |
| *Credit Card (credit and debit card) | $1.10 up to $1,000   | Maximum $1,000 payment. No payments over $1,000 accepted |
| E-Check                         | $.45                  |                                                  |
| Automated Clearing House (ACH) debit | $.45                  |                                                  |

*Visa, Mastercard, Discover and American Express cards accepted.

Payments made outside the customer payment portal (fees ASSESSED to the Authority Customers)

| Payment Method                  | Convenience Fee       | Comment                                           |
|---------------------------------|-----------------------|                                                  |
| *Credit Card (credit and debit card) | $1.25 for every $100 of transaction | Maximum $1,000 payment. No payments over $1,000 accepted |
| E-Check                         | $.45                  |                                                  |
| Automated Clearing House (ACH) debit | $.45                  |                                                  |

*Visa, Mastercard, Discover and American Express cards accepted.

#### Other Fees

<table>
<thead>
<tr>
<th>Description</th>
<th>Fee</th>
<th>Comment</th>
</tr>
</thead>
<tbody>
<tr>
<td>Chargeback</td>
<td>0</td>
<td></td>
</tr>
<tr>
<td>ACH returns</td>
<td>0</td>
<td></td>
</tr>
<tr>
<td>Other</td>
<td>Pass through</td>
<td>All security, fraud, and validation will have their costs passed through to the Authority.</td>
</tr>
</tbody>
</table>

#### Professional Services

<table>
<thead>
<tr>
<th>Description</th>
<th>Hourly Rate</th>
<th>Comment</th>
</tr>
</thead>
<tbody>
<tr>
<td>Professional Services</td>
<td>$125/hr</td>
<td></td>
</tr>
</tbody>
</table>
### Fee Schedule – Lockbox Services

#### Monthly Transaction Volume over 10,000 Transactions

<table>
<thead>
<tr>
<th>Description</th>
<th>Cost</th>
<th>Comment</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Checks only processed</td>
<td>.22</td>
<td></td>
</tr>
<tr>
<td>2. Items processed exact</td>
<td>.22</td>
<td></td>
</tr>
<tr>
<td>3. Items processed non-exact</td>
<td>.22</td>
<td></td>
</tr>
<tr>
<td>4. Multiples processed</td>
<td>.22</td>
<td></td>
</tr>
<tr>
<td>5. Exception items returned</td>
<td>0</td>
<td></td>
</tr>
<tr>
<td>6. Electronic items - CheckFree</td>
<td>.05</td>
<td></td>
</tr>
<tr>
<td>7. Electronic items - Online Resources</td>
<td>.05</td>
<td></td>
</tr>
</tbody>
</table>

### Fee Schedule – Lockbox Services

#### Monthly Transaction Volume under 10,000 Transactions

<table>
<thead>
<tr>
<th>Description</th>
<th>Cost</th>
<th>Comment</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Checks only processed</td>
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<td></td>
</tr>
<tr>
<td>7. Electronic items - Online Resources</td>
<td>.05</td>
<td></td>
</tr>
</tbody>
</table>
SECOND AMENDMENT
TO
AGREEMENT
FOR
BILL PRINTING AND MAILING SERVICES
(RFP-17-072)

THIS SECOND AMENDMENT TO AGREEMENT FOR BILL PRINTING AND MAILING SERVICES (RFP-17-072) (the “Second Amendment”) is made by and between Tohopekaliga Water Authority, an independent special district established and created pursuant to Chapter 189, Florida Statutes, by special act of the Florida Legislature, whose mailing address is 951 Martin Luther King Boulevard, Kissimmee, Florida 34741 (the “AUTHORITY”) and Northeast II, Inc., a Pennsylvania corporation d/b/a TC Delivers, whose mailing address is 5911 Philips Hwy., Jacksonville, Florida 32216 (“TCD”). The AUTHORITY and TCD may individually be referred to as a “Party” and collectively as the “Parties.”

WITNESSETH:

WHEREAS, the AUTHORITY desires to maintain the printing and mailing services by TCD, on an as-needed basis, as more specifically described in Agreement RFP-17-072, approved by the Parties on March 14, 2018, (the “Agreement”); and

WHEREAS, pursuant to Article 20 of the Agreement, titled “Modification,” the covenants, terms and provisions of the Agreement may be modified by way of a written instrument, mutually accepted by the Parties; and

WHEREAS, the purpose of this Second Amendment is to extend the term of the Agreement, as more specifically set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants, terms, and provisions contained herein, the Parties agree as follows:

1. Article 1, titled “Term” is hereby repealed and replaced as follows:

ARTICLE 1. TERM

The term of this Agreement is hereby amended to extend through March 31, 2021, and may be extended upon mutual written agreement of both Parties when in the best interest of the AUTHORITY.

2. Article 3, titled “COMPENSATION,” is hereby repealed and replaced as follows:

ARTICLE 3. COMPENSATION
A. The amount to be paid under this Agreement for services rendered shall be in accordance with unit prices listed in Article 32, Pricing, and shall not exceed Three Hundred Seventy-Five Thousand Dollars ($375,000) for bill printing services for the renewal period for a total not to exceed amount of Seven Hundred Thirty-Five Thousand Dollars ($735,000.00) for the term of this Agreement (excluding the direct cost of postage).

B. Compensation for services completed by the CONTRACTOR shall be paid in accordance with section 218.70, Florida Statutes, Florida’s Prompt Payment Act.

C. Services to be performed in accordance with this Agreement are subject to the annual appropriation of funds by the AUTHORITY. The AUTHORITY, in its sole discretion, reserves the right to forego use of the CONTRACTOR for any project which may fall within the Scope of Services listed herein. In the event the AUTHORITY is not satisfied with the services provided by the CONTRACTOR, the AUTHORITY will hold any amounts due until such time as the CONTRACTOR has appropriately addressed the problem to the satisfaction of the AUTHORITY.

3. These changes shall be effective upon this Second Amendment being executed by both Parties.

4. The terms and conditions of the original Agreement and any subsequent Amendment(s) shall remain in full force and effect. To the extent of any conflict between this Second Amendment and the original Agreement or any prior Amendment(s) thereto, the terms and conditions of this Second Amendment shall prevail.

5. This Second Amendment may be electronically executed by the Parties in counterparts up to but not exceeding the number of parties, each of which shall be deemed an original and all of which, taken together, shall constitute one agreement. Each Party may deliver its executed signature page by email transmission to the other Parties at the email addresses set forth herein. Delivery shall be effective and complete upon completion of such email transmission. The Parties agree that electronic signatures may be used in the execution of this Second Amendment, in accordance with Parts I and II of Chapter 66, Florida Statutes.

6. Each signatory below represents and warrants that he or she has the full power and is duly authorized, by their respective Party, to enter into and perform under this Second Amendment. Such signatory further represents that he or she has fully reviewed and understands the terms and conditions set forth in this Agreement, including exhibits, and fully intends to abide by and comply with all of the terms and conditions set forth herein.

IN WITNESS WHEREOF, the Parties hereto, by their duly authorized representatives, have executed this Second Amendment effective the _____ day of _______________, 2020.
NORTHEAST II, INC. d/b/a TC DELIVERS

By: ____________________________
Print Name: _____________________
Title: ____________________________

Attest: __________________________
Print Name: _____________________
Address: __________________________

TOHOPEKALIGA WATER AUTHORITY

By: ____________________________
Print Name: Todd P. Swingle
Title: Executive Director

Attest: __________________________
Print Name: Anthony J. Cotter
Title: General Counsel
Address: 951 Martin Luther King Blvd.
Kissimmee, Florida 34741

STATE OF ______________
COUNTY OF ______________

The foregoing instrument was acknowledged before me by means of [ ] physical presence or [ ] online notarization this ___ day of ________, 2020 by ____________________ as ____________________ of Northeast II, Inc. d/b/a TC Delivers, a Florida profit corporation, on behalf of the corporation. He/she is is personally known to me OR has produced ____________________ as identification.

________________________
Notary Signature

Notary Public, State of ____________

Commission Number: ____________

My Commission Expires: _________

(Stamp)
The Developer, Encore Resort Homes, by way of its predecessor in title, conveyed a utility easement within the Reunion 17th & 18th Fairway community to TWA ("Easement"). Despite TWA's warnings, the Developer installed and constructed landscaping and fencing improvements (collectively the “Improvements”) over the Easement area impeding and impairing TWA's use and enjoyment of the Easement area for TWA's intended utility purposes.

The Developer and Association have submitted their request for the Improvements to remain in place within the Easement area until TWA determines it is needed or otherwise demands removal of the Improvements. The Developer has removed the landscaping that was inconsistent with TWA's standards and specifications, but has asked to keep the fence in place.

The parties have agreed to enter into this Encroachment Related Forbearance, Modification and Grant of Easements agreement to modify the terms and conditions of the existing TWA utility easement, and to establish each respective party's rights and responsibilities with regard to the existing Improvements. In partial consideration of entering into this agreement, the Developer has agreed to pay TWA $20,000.

Staff requests the Board approve the agreement and authorize the Executive Director to execute the final agreement, so long as there are no material changes. Any material changes would be brought back to the Board for approval.

**Recommended Action:**
Staff recommends approval of the Encroachment Related Forbearance, Modification and Grant of Easements agreement, with approval for the Executive Director to execute the agreement upon the review and concurrence of General Counsel.
ENCROACHMENT RELATED FORBEARANCE, MODIFICATION AND GRANT OF EASEMENTS

THIS ENCROACHMENT RELATED FORBEARANCE, MODIFICATION AND GRANT OF EASEMENTS (hereinafter referred to as the “Modification”) is memorialized, entered into and executed, by Reunion West Development Partners LLLP, a Florida limited liability limited partnership, whose address is One Town Center Road, Suite 600, Boca Raton, Florida 33486 (the “Developer”), and Reunion West Fairways 17 and 18 Association, Inc., a Florida non-profit corporation, whose address is One Town Center Road, Suite 600, Boca Raton, Florida 33486 (the “Association”), and the Tohopekaliga Water Authority, an independent special district established and created pursuant to Chapter 189, Florida Statutes, by special act of the Florida Legislature (“TWA”), whose address is 951 Martin Luther King Boulevard, Kissimmee, Florida 34741; and shall touch, concern, and run with the lands described and mentioned herein, and be binding in all respects upon the successors of the parties hereto.

WITNESSETH:

WHEREAS, utility easements (collectively, the “Existing Utility Easement”) for which TWA is a benefitted party was dedicated on the respective plats within the real property located in Osceola County, Florida, described as follows:

the north 10 feet of Parcel 6A, Reunion West Villages North, according to the plat thereof, recorded in Plat Book 16, Page 23 of the Public Records of Osceola County, Florida; and the north 10 feet, the south 10 feet and the east 10 feet of Tract A, Reunion West 17th and 18th Fairways Phase 2, according to the plat thereof, recorded in Plat Book 27, Page 12 of the Public Records of Osceola County, Florida;

the area within the foregoing property which is subject to such Existing Utility Easement is referred to herein as the “Easement Area”; and

WHEREAS, the Association will be the successor-in-title to the Developer with respect to the Easement Area and the land adjacent thereto described as Tract A, Reunion West 17th and 18th Fairways Phase 2, according to the plat thereof, recorded in Plat Book 27, Page 12 of the Public Records of Osceola County, Florida (the “Adjacent Land”); and

WHEREAS, the Developer and the Association warrant, confirm, represent, and act herein to induce TWA to enter into this Modification, and, among other things, agree and warrant to TWA that the representations, facts, authority, and circumstances described herein are true,
accurate, and correct with the understanding that TWA is entering into this Modification in reliance thereon; and

WHEREAS, the Developer fully warrants that it is the only record owner of the Easement Area and the New Easement Area (as hereinafter defined), and is the record owner of the Adjacent Land, and will defend the same against the lawful claims of all persons; and that the Easement Area and the New Easement Area and the Adjacent Land are unencumbered by liens of any third parties except as set forth in the Joinder and Consent attached hereto, and that the party signing on behalf of the Developer has all power and authority to bind the Developer to the obligations provided for herein; and

WHEREAS, the Association represents and warrants that it has duly noticed and provided posting or notice of a meeting to all of its members, at which meeting the execution of this Modification was considered, has duly adopted a resolution (a true copy of which is incorporated herein as Exhibit “A”), and has taken all necessary actions required by law to enter into this Modification; and that the undersigned officer of the Association has all power and authority to bind the Association, to the obligations provided for herein; and

WHEREAS, the Developer installed and constructed landscaping and fencing improvements (the “Improvements”) on and over a portion of the Easement Area as more particularly described on Exhibit “B” attached hereto (the “New Easement Area”), despite advance direction and warning that such activities impede and could impair the use and enjoyment of the Easement Area in contravention to TWA regulations, standards and specifications relating to TWA’s use of the Easement Area for utility purposes; and, subsequently, the Developer and the Association have submitted a request to TWA to forebear and allow continued and limited encroachment of the Improvements pursuant to the terms of this Modification, in exchange for allowing TWA to access, use, inspect, maintain, repair, replace, alter, realign, expand or in any other manner enter upon the Adjacent Land of the Association or Developer for TWA’s purposes, without notice if the work or activity is within the Easement Area or New Easement Area, and upon reasonable advance notice to the Developer or the Association, whichever is the Owner of the Adjacent Land at the time if the work or activity extends to the Adjacent Land, except in the event of any exigent circumstance, as reasonably determined by TWA, in which case no advance notice shall be required.

NOW THEREFORE, for and in consideration of the grants and covenants provided for herein, the sum of One Dollar ($1.00), and other good and valuable consideration, receipt of which is hereby exchanged and acknowledged, the parties agree and covenant as follows:

1. The foregoing recitations are material, and incorporated herein.

2. The Developer and the Association, in all respects, surrender, repudiate, and waive any rights, claims, or defenses to non-compliance with or violation of TWA regulations and policy arising from the conduct of all parties or any legal or equitable interpretation of any and all possible circumstances leading up to this Modification. Such surrender, repudiation and
waiver shall include, but not be limited to, any legal, equitable, implied, prescriptive, actual, real or imagined rights of every kind derogatory to TWA’s use or rights resulting from all of the circumstances leading up to this Modification. No action previously, hereunder, or hereafter in this matter shall ever be construed as an interest coupled with a use or equitable or legal right or interest in any respect paramount to the use and enjoyment of TWA for its purposes as provided herein, except as set forth in this Modification. This Modification involves limited forbearance of enforcement by TWA associated with the encroachment of use of lands made available to provide a paramount public service, and the Developer and Association unequivocally acknowledge such encroachment does, can, and could further substantially interfere with the delivery of utility service to not only the lands immediately adjacent, but within the larger service area of TWA.

3. The Developer and the Association, for separate and additional consideration received from TWA, in addition to and as a supplement of the Existing Utility Easement, hereby join in and grant to TWA a separate coterminous easement for installing, maintaining, repairing, reconfiguring, or reconstructing, water and wastewater utilities and associated facilities (the “Coterminous Easement”) over the New Easement Area. This separate grant includes, spreads, and incorporates over the Easement Area the same terms, conditions, and covenants as any resulting use rights available to TWA, as otherwise described in and under this Modification.

4. In the event that TWA reasonably requires the removal of the Improvements (or portion thereof) in order to perform any maintenance, repair, replacement, alteration, realignment or expansion work within respect to any TWA utility facilities located within the New Easement Area (any such work is referred to herein as the “Repair Work”), then TWA shall provide ten business days prior notice to the Developer or the Association, whoever is the owner of the New Easement Area at the time, requesting the removal of the Improvements from the New Easement Area (or portion thereof) so that TWA can proceed with the Repair Work. In the event that the Developer or the Association, whoever is the owner of the New Easement Area at the time, fails to remove the Improvements (or portion thereof) within such ten business day period, then TWA shall have the right, at its sole option and for its sole and exclusive purposes, to remove such Improvements. In the event TWA ever removes the Improvements or any other improvements located on or within either the Easement Area or New Easement Area pursuant to the foregoing right, all costs to re-install the Improvements beyond reasonable leveling of the surface, shall be the responsibility of (a) the Developer if the removal occurs while the Developer is the owner of the Easement Area or the New Easement Area, as applicable; or (b) the Association if the removal occurs when the Association is the owner of the Easement Area or the New Easement Area, as applicable, as the case may be, and in each case to the extent the Developer or the Association, as applicable, desire to re-install the Improvements.

5. Additionally, the Developer and the Association give and grant a temporary easement to enter upon the Adjacent Land which is owned or controlled by the Developer or the Association, to access and set up construction site mobilization directly related to any use of the Easement Area and/or the New Easement Area described herein, as is reasonably necessary. In using any such temporary easement TWA will promptly return and restore the Adjacent Land to the same or better condition as existed prior to any use by TWA.
6. As a condition of continued service from TWA and TWA’s temporary and limited forbearance, dependent solely upon TWA’s decision at any time in the future, to enter and access the Easement Area or the New Easement Area or both as described in this Modification, the Developer and Association do hereby covenant to cooperate fully and promptly pursuant to the terms and conditions hereof by entering into this Modification.

7. TWA’s activities within the Easement Area and the New Easement Area, and any use of areas subject to the temporary easement as set forth in Section 5 of this Modification, from construction staging to ongoing maintenance, shall conform to the expressly variable provisions of this Modification and any applicable laws, ordinances, regulations and rules of governmental authorities and agencies having jurisdiction over the same.

8. In all respects, the Existing Utility Easement remains in full force and effect.

9. The owners of the surface area the Easement Area and the New Easement Area, may continue to use the surface of the Easement Area and the New Easement Area for any lawful purposes, in addition to the maintenance of the Improvements, that do not interfere with the use and easement rights of TWA or are not otherwise inconsistent with TWA’s resolutions, regulations, standards and specifications, as may be in effect at the time of any use, work or activities by the Developer or the Association or both, except that in no event shall any provision of this Modification be deemed to prevent the maintenance of the Improvements so long as this Modification remains in effect.

10. The Developer and Association hereby respectively reserve all rights accruing from ownership of the Easement Area, as well as the New Easement Area upon which the Coterminal Easement is granted, including, but not limited to, the limited right to engage in or permit or invite others to engage in all uses and enjoyment of the Easement Area and or the New Easement Area that are not restrained or prohibited herein or by implication otherwise, are not inconsistent with the purpose and provisions of this Modification and do not in any way further impair, restrict, prohibit, or adversely affect the rights and privileges of TWA, notwithstanding any agreement to forbear in enforcement hereunder.

11. TWA will not object to the Association or the Developer relocating the Easement Area or the New Easement Area as modified herein in the future. However, prior to any relocation, the Association or the Developer, whichever is the owner of the Easement Area or the New Easement Area or portion thereof which is the subject of a relocation request, shall provide TWA with plans that demonstrate any proposed relocated easement area will not diminish, as determined by TWA, the functionality of any easement otherwise available to TWA (including the Existing Utility Easement or the Coterminal Easement), any use rights, TWA facilities or TWA’s utility system functionality; shall reasonably coordinate the logistics and timing of the relocation; and, shall pay for or reimburse TWA for the preparation of the final plans and required instruments necessary to establish the new easement and extinguish any then-existing easement in a form satisfactory to TWA, with approval of same not being unreasonably withheld by any party hereto. The Association or the Developer, whichever is the owner of the Easement Area or
the New Easement Area or portion thereof which is the subject of a relocation request, but in no event TWA, shall pay for all expenses associated with the relocation. Prior to advancing on any such relocation, TWA may require one or more advance deposits of estimated expenses associated with any relocation.

12. The Coterminous Easement granted herein do not run to the public, and expressly do not create any implied or express right to light, sight, or view of any kind whatsoever to the Developer, the Association, or any third party inconsistent with any rights of TWA in and to the entire area of such easements, which in the event of any dispute shall be construed broadly in favor of TWA notwithstanding this Modification, or any forbearance of any kind. In the event that the Developer while it is the owner of the New Easement Area, or the Association, fails to perform any of their obligations under this Modification, and such failure continues for a period of thirty days after written notice has been provided by TWA to the Developer or the Association, as applicable, then TWA shall have the right to revoke, in whole or in part, this Modification.

13. As partial consideration for this Modification, the Developer shall pay $20,000.00 to TWA within five business days of the Effective Date of this Modification.

14. This Modification, and all the elements and provisions of this Modification, shall be deemed drafted by all of the parties, and shall not be construed against any party on the basis of that party’s role in drafting this Modification.

15. In the event of any dispute between the parties concerning the terms and provisions of this Modification and any grants hereunder, each party agrees to pay its costs and expenses related to such dispute, pre-trial, at trial, and on appeal, including reasonable attorneys’ fees, paralegal fees, and experts’ fees.

16. This Modification shall be effective on the date that this Modification is executed by all the parties hereto (the “Effective Date”).

17. TWA shall record this Modification in the Official Records of Osceola County at the sole cost of the Developer.

18. By delivery and acceptance hereof, the parties and their successors intend to and shall be bound by the terms and conditions hereof.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]
IN WITNESS WHEREOF, the parties have caused the execution of this Modification on this _____ day of ________________ 2020.

TOHOPEKALIGA WATER AUTHORITY, an independent special district established and created pursuant to Chapter 189, Florida Statutes, by special act of the Florida Legislature.

Attest: ___________________________ By: ___________________________
William Land, Secretary Clarence L. Thacker, Chairman
Board of Supervisors (seal) Board of Supervisors

STATE OF FLORIDA
COUNTY OF OSCEOLA

The foregoing instrument was acknowledged before me by means of [ ] physical presence or [ ] online notarization this _____day of ________________2020, by Todd P. Swingle, as Executive Director, as authorized by the Board of Supervisors of the Tohopekaliga Water Authority. He [ ] is personally known to me.

(Notary Seal)

________________________________
Signature of Notary Public

________________________________
Name of Notary Typed, Printed or Stamped

My Commission Expires:__________
IN WITNESS WHEREOF, the parties have caused the execution of this Modification on this _____ day of __________, 2020.

REUNION WEST DEVELOPMENT PARTNERS LLLP,
a Florida limited liability limited partnership

By: Reunion West Homebuilders,
    LLC, a Florida limited liability company, its general partner

By: __________________________
    Arthur J. Falcone, President

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me, by means of ☐ physical presence or [ ] online notarization this _____day of __________, 2020, by Arthur J. Falcone, as President of Reunion West Homebuilders, LLC, a Florida limited liability company, the general partner of Reunion West Development Partners LLLP, a Florida limited liability limited partnership. He is personally known to me or has produced ______________ as identification.

(Notary Seal)

______________________________
Signature of Notary Public

______________________________
Name of Notary Typed, Printed or Stamped

My Commission Expires:__________
IN WITNESS WHEREOF, the parties have caused the execution of this Modification on this _____ day of ______________ 2020.

REUNION WEST FAIRWAYS 17 AND 18 ASSOCIATION, INC. a Florida non-profit corporation

(SEAL)

Attest:

By: ________________________________
   Richard M. Feather, President

______________________________
Secretary

STATE OF FLORIDA
COUNTY OF ________________

The foregoing instrument was acknowledged before me, by means of ☐ physical presence or [ ] online notarization this ____ day of ______________ 2020, by Richard M. Feather, as President of Reunion West Fairways 17 And 18 Association, Inc., a Florida non-profit corporation ________________. He is personally known to me or has produced __________________________ as identification.

(Notary Seal)

______________________________
Signature of Notary Public

______________________________
Name of Notary Typed, Printed or Stamped

My Commission Expires:_________
Exhibit “A”
ASSOCIATION RESOLUTION
[form to be executed is attached]
RESOLUTION

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE REUNION WEST FAIRWAYS 17 AND 18 ASSOCIATION, INC.; DIRECTING AND AUTHORIZING ITS OFFICERS TO ENTER INTO AN ENCROACHMENT RELATED FORBEARANCE, MODIFICATION AND GRANT OF EASEMENTS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Board of Directors of Reunion West Fairways 17 And 18 Association, Inc. (the “Association”) is comprised of (list name of each Director/officeholder):

Rick Feather, President
Jerry Edwards, Vice President
Lauren Arcaro, Secretary

WHEREAS, this Resolution was duly considered by the Board of Directors at a noticed meeting and adopted pursuant to the Articles and By-Laws of the Association, together with any amendments thereto.

NOW THEREFORE, be it resolved by the Board of Directors of the Association that the President or Vice President of the Association is hereby directed and authorized to join into, confirm and enter into that certain Encroachment Related Forbearance, Modification and Grant of Easements concerning, affecting and over described portions of common areas of the subject Association’s lands and regime with the Tohopekaliga Water Authority for consideration described therein; and, the foregoing instrument is approved.

ADOPTED by the Board of Directors of the Association, Inc. this _____ day of ______________, 2020.

BOARD OF DIRECTORS OF REUNION WEST FAIRWAYS 17 AND 18 ASSOCIATION, INC. a Florida non-profit corporation

(SEAL)

By: ____________________________
Richard M. Feather, Director

By: ____________________________
Jerry Edwards, Director

By: ____________________________
Lauren Arcaro, Director

Attest:

Lauren Arcaro, Secretary
Exhibit “B”

New Easement Area

The north 10 feet, the south 10 feet and the east 10 feet of Tract A, Reunion West 17th and 18th Fairways Phase 2, according to the plat thereof, recorded in Plat Book 27, Page 12 of the Public Records of Osceola County, Florida.
SYNOVUS BANK, a Georgia banking corporation (“SYNOVUS”) certifies that it is the owner and holder of the following documents (collectively, the “Mortgage Documents”): that certain Master Mortgage and Security Agreement (Hypothecation) recorded in Official Records Book 4754, Page 2533, of the Public Records of Osceola County, Florida (the “Public Records”); together with Master Assignment of Leases, Contracts, Rents and Profits, recorded in Official Records Book 4754, Page 2543, of the Public Records; UCC-1 (Financing Statement) recorded in Official Records Book 4754, Page 2550 of the Public Records; UCC-1 (Financing Statement) recorded in Official Records Book 4754, Page 2554 of the Public Records; Mortgage Modification and Spreader Agreement (Hypothecation) recorded in Official Records Book 4996, Page 2542 of the Public Records; UCC-3 (Amendment) recorded in Official Records Book 4996, Page 2555, of the Public Records; Mortgage Modification, Future Advance and Extension Agreement (Hypothecation) recorded in Official Records Book 5038, Page 165 of the Public Records; Mortgage Modification, Spreader and Extension Agreement (Hypothecation) recorded in Official Records Book 5414, Page 2206 of the Public Records; and Mortgage Modification and Spreader Agreement (Hypothecation) recorded in Official Records Book 5617, Page 2835 of the Public Records; which Mortgage Documents encumber the lands described in the foregoing Encroachment Related Forbearance, Modification and Grant of Easements (the “Agreement”). The undersigned hereby joins in and consents to the foregoing Agreement, agrees that the Mortgage Documents and the lien thereof shall be subordinated to said Agreement and agrees that Agreement shall bind and encumber the lands which are described in the foregoing Agreement, which are encumbered by the Mortgage Documents.

IN WITNESS WHEREOF, Synovus has executed and deliver this Joinder and Consent of Mortgagee as of the ___ day of __________________, 2020.

Witnesses:

____________________________________________________________________
Print Name:___________________ SYNNOVUS BANK

By:__________________________
Name:_______________________

Print Name:___________________ Title:_______________________

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me, by means of ☐ physical presence or ☐
online notarization, this ___ day of __________, 2020, by __________________, as __________________
of SYNOVUS BANK. He/she is ________ personally known to me or has _____ produced
____________________________________________________________________ as identification.

NOTARY PUBLIC
My Commission Expires_____________
Title: APPROVAL OF AGREEMENT WITH GARNEY COMPANIES, INC. FOR THE COLLECTOR ROADS PHASE I GRAVITY SEWER MAIN LINING PROJECTS (IFB-20-067)

Summary:

As part of Toho Water Authority’s strategic plan to address aging infrastructure, the Engineering Services and Field Services departments defined areas requiring rehabilitation. Staff authorized TetraTech to review existing inspections, determine required rehabilitation and develop the bid package for IFB-20-067. This rehabilitation is a WIFIA compliant project that will be completed using WIFIA funds.

This construction project consists of fifteen locations in City of Kissimmee, Osceola County and Polk County as shown in the exhibits. These locations include:

- Oak St and Oak Commons Blvd
- Bass St and Canal St
- Verona St and N. Stewart Ave
- Bryan St and Beaumont Ave
- Bryan St and Orlando Ave
- Emmett St and Alden St
- Country Club Drive and Green Drive
- Fairway and Bar Court
- Fairway and Long Drive
- Tiger Road and Bear Court
- Tiger Road and Bear Way
- Tiger Road and Fisher Court
- Tiger Road and Dromedary Court
- San Remo Rd and Mendoza Lane
- Mendoza Ln and Fermo Way

These repairs include:

- removal and replacement of 730 linear feet (“LF”) of 8-inch diameter to 18-inch diameter gravity sewer mains;
Board Meeting Date: 5/13/2020

Category: Consent Agenda

Agenda Item: 7G

- removal and replacement of four service laterals;
- CIPP lining of 3,487 LF of 8-inch to 12-inch gravity sewer mains;
- replacement of six 4-foot diameter sewer manholes;
- installation of one new 4-foot diameter sewer manhole;
- up-size three 4-foot diameter sewer manholes with new 5-foot diameter manholes; and
- seal and coat four wastewater manholes.

Alternative bid items include:

- Removal and replacement of 40’ of 8-inch water mains
- Remove and replacement of 64’ of 18” – 36” storm mains
- Remove and replacement of 40’ of 8-inch force main
Bid documents, with the specified scope of work, were advertised in the *Orlando Sentinel* and via Demandstar and VendorLink, online bid notification systems, from February 19, 2020, through March 19, 2020. Four firms responded to the bid invitation; however, one of the four submitted the wrong bid form. That bid was deemed non-responsive and removed from consideration. A summary of the remaining three bids follows:

<table>
<thead>
<tr>
<th>Bidder</th>
<th>Base Bid</th>
<th>Alternate Bid</th>
<th>Total Bid</th>
</tr>
</thead>
<tbody>
<tr>
<td>Garney Companies, Inc.</td>
<td>$2,797,131.00</td>
<td>$101,338.00</td>
<td>$2,898,469.00</td>
</tr>
<tr>
<td>Cathcart Construction Company</td>
<td>$3,549,604.00</td>
<td>$82,300.00</td>
<td>$3,631,904.00</td>
</tr>
<tr>
<td>Prime Construction Group</td>
<td>$4,471,725.00</td>
<td>$124,100.00</td>
<td>$4,595,825.00</td>
</tr>
</tbody>
</table>

Because the repairs are located in intersections, which adds to the uncertainty and complexity of the work and unforeseen circumstances, staff is requesting that a 10% contingency be provided for this project ($289,850).
Board Meeting Date: 5/13/2020

Category: Consent Agenda

Agenda Item: 7G

Total Costs: $3,188,319 ($2,898,469 plus a contingency of 10% or $289,850)

Recommended Action:

Staff recommends the approval of the Agreement with Garney Companies, Inc. Collector Roads Phase 1 – Gravity Sewer Rehabilitation and authorization of the base and alternative bids totaling $2,898,469. Staff recommends approval of $289,850 (10%) contingency for other unforeseen circumstances during the construction phase of this work resulting from dynamic field conditions or jurisdictional requirements. Staff requests authorization for the Executive Director to execute any addenda related to the expenditure of the contingency monies in accordance with TWA’s procurement policies.

Initials: fh,tan
THIS AGREEMENT is dated as of the ________ day of May in the year 2020 by and between the Tohopekaliga Water Authority, an independent special district established and created pursuant to Chapter 189, Florida Statutes, by special act of the Florida Legislature, 951 Martin Luther King Boulevard, Kissimmee, Florida 34741 (the “AUTHORITY” or “TWA”) and Garney Companies, Inc., a foreign profit corporation, with its principal address located at 1333 NW Vivion Road, Kansas City, Missouri 64118 (the “CONTRACTOR”).

TWA and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

ARTICLE 1. WORK

CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

Replace gravity sewer mains, laterals, and manholes, and rehabilitate gravity sewer mains and laterals by Cured-In-Place-Pipe (CIPP) lining, and rehabilitate manholes by sealing and coating, within the various project limits.

The project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows:

COLLECTOR ROADS GRAVITY SEWER REMOVAL AND REPLACEMENT (PROJECT 1)

ARTICLE 2. ENGINEER

2.1 DESIGN ENGINEER as named in the Contract Documents shall mean:

2.2 ENGINEER will be named at the Preconstruction Conference.

ARTICLE 3. CONTRACT TIME

3.1 The provisions regarding Contract Time and Liquidated Damages set forth in the Bid Form and may also be set forth in the Supplementary Conditions.

ARTICLE 4. CONTRACT PRICE

4.1 TWA shall pay CONTRACTOR for performance of the Work in accordance with the Contract Documents on the basis of the prices indicated on the Bid Form.

ARTICLE 5. PAYMENT PROCEDURES

CONTRACTOR shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by ENGINEER as provided in the General Conditions.

5.1 Progress Payments. TWA shall make progress payments on the basis of CONTRACTOR's Applications for Payment as recommended by ENGINEER, in accordance with Article 14 of the General Conditions.
5.1.1 Prior to Substantial Completion progress payments will be in an amount equal to ninety percent (90%) of the Work completed, and at the option of the TWA, the TWA may pay an amount equal to ninety percent (90%) of materials and equipment not incorporated in the Work but delivered and
suitably store, less in each case the aggregate of payments previously made. In no event shall payments for materials and equipment stored on site exceed ninety percent (90%) of the value of the related cost for the specific item of work shown in the breakdown of Contract Price regardless of the stated value of the materials or equipment. TWA may, at its sole option, pay an amount equal to ninety percent (90%) of materials and equipment not incorporated in the Work stored off-site if stored in a manner acceptable to TWA, as stated above for on-site stored materials. When payment to CONTRACTOR is made for stored materials and equipment, CONTRACTOR shall submit invoices marked paid by the supplier with the next month’s request for payment to document that CONTRACTOR has paid for said materials and equipment or the previously paid amount for stored materials shall be deducted from any remaining payment(s) or retainage for any stored materials not so properly documented.

5.1.2 Upon Substantial Completion of all the Work, TWA may at its option pay an amount sufficient to increase total payments to CONTRACTOR to ninety-five percent (95%) of the value of the substantially completed work. TWA will consider recommendations of ENGINEER in accordance with Article 14 of the General Conditions.

5.2 Final Payment. Upon final completion and acceptance of the Work in accordance with paragraph 14.9.1 of the General Conditions, TWA shall pay the remainder of the Contract Price as provided in said paragraph 14.9.1

ARTICLE 6. RETAINAGE IN ANTICIPATION OF LIQUIDATED DAMAGES

TWA may withhold additional retainage if CONTRACTOR is behind schedule and it is anticipated by TWA that the Work will not be completed within the Contract Time. The retainage may equal but not exceed $500 per day as defined as liquidated damages for failure to meet the substantial completion date.

ARTICLE 7. CONTRACTOR’S REPRESENTATIONS

In order to induce TWA to enter into this Agreement, CONTRACTOR makes the following representations:

7.1 CONTRACTOR has familiarized himself with the nature and extent of the Contract Documents, Work, locality, weather, and with all local conditions and federal, state and local laws, ordinances, rules, policies and regulations that in any manner may affect cost, progress or performance of the Work.

7.2 CONTRACTOR has studied carefully all reports of investigations and tests of subsurface and latent physical conditions of the site or otherwise affecting cost, progress or performance of the Work which were relied upon by ENGINEER in the preparation of the Drawings and Specifications and which have been identified in the Contract Documents.

7.3 CONTRACTOR has made or caused to be made examinations, investigations and tests and studies of such reports and related data in addition to those referred to in paragraph 7.2 as he deems necessary for the performance of the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents; and no additional examinations, investigations, tests, reports or similar data are or will be required by CONTRACTOR for such purposes.

7.4 CONTRACTOR has correlated the results of all such observations, examinations, investigations, tests, reports and data with the terms and conditions of the Contract Documents.
7.5 CONTRACTOR has given ENGINEER written notice of all conflicts, errors or discrepancies that he has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR.

ARTICLE 8. CONTRACT DOCUMENTS

The Contract Documents which comprise the entire agreement between TWA and CONTRACTOR are made a part hereof and consist of the following:

8.1 This Agreement.
8.2 Certificates of Insurance.
8.3 Payment Bond and Performance Bond (or Public Construction Bond as required by the Contract Documents).
8.4 Notice of Award.
8.5 General Conditions.
8.6 Supplementary Conditions
8.7 Supplemental General Conditions for Federally Assisted Construction Contracts.
8.8 Specifications bearing the title and consisting of the divisions as listed in table of contents thereof.
8.9 Drawings, as listed in the Index of Drawings Section 01000 of the General Requirements.
8.10 Addenda numbers 1 to 2, inclusive.
8.11 CONTRACTOR's Bid (including documentation accompanying the bid and documentation prior to Notice of Award).
8.12 Documentation submitted by CONTRACTOR prior to Notice of Award.
8.13 Any Modification, including Change Orders and Field Orders, duly delivered after execution of Agreement.
8.14 Invitation for Bid, Instruction to Bidders, Bid Bond and Affidavit of Non-Collusion, Proposal, Notice to Proceed, and Sworn Statement.
8.15 Certificate of Substantial Completion, Certificate of Final Inspection and Contractor's Release.

There are no Contract Documents other than those listed above in this Article 8. The Contract Documents may only be altered, amended or repealed by a Modification (as defined in Section 1 of the General Conditions).

ARTICLE 9. MISCELLANEOUS

9.1 Terms used in this Agreement which are defined in Article 1 of the General Conditions shall have the meanings indicated in the General Conditions.

9.2 No assignments by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound and
any such assignment shall be void and of no effect; and specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

9.3 TWA and CONTRACTOR each binds himself, his partners, successors, assigns and legal representatives to the other party hereto, his partners, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.

9.4 Waiver of Jury Trial; Legal Costs. It is mutually agreed by and between the Contract and OWNER that each of the parties do hereby waive trial by jury in any action, proceeding or claim which may be brought by either of the parties hereto against the other on any matters concerning or arising out of this Agreement. In any such action, the prevailing party shall be entitled to an award of fees and charges of attorneys, engineers, architects and other professionals and court costs, including those incurred in appellate proceedings.

ARTICLE 10. OTHER PROVISIONS

In consideration of the CONTRACTOR's Indemnity Agreement as set out in the Contract Documents, TWA specifically agrees to give the CONTRACTOR $2,898,469 and other good and valuable consideration, receipt of which is hereby acknowledged.

(This portion intentionally left blank)
Title:
APPROVAL OF THE FIRST AMENDMENT TO THE AGREEMENT WITH AARON’S BACKFLOW SERVICES, INC. FOR WATER METER BACKFLOW PREVENTION TESTING AND REPAIRS (IFB-18-038)

Summary:

On April 23, 2018, Procurement Services issued an Invitation for Bid (IFB-18-038) for residential water meter backflow prevention testing and repair services. Toho Water Authority’s Field Services Department acquired responsibility of residential backflow assemblies on January 1, 2018. Previously, residential backflow concerns were the responsibility of the homeowner. Per the Florida Department of Environmental Protection (FDEP), these devices are required to be tested on a biennial basis.

Backflow prevention and cross-connection control are critical to public health and safety, because they assist with protecting the drinking water system from contaminants.

On June 13, 2018, the Board approved contracts with Aaron’s Backflow Services, Inc. and A-Z Backflow Inc., for a two-year period ending June 12, 2020, for a total not to exceed $585,000 annually. As a result of not having responsibility for the testing and maintenance of residential backflows previously, the anticipated amount of work was unknown. However, for the initial contract a best guess estimate was used for the funding amount determination. After having worked through a portion of TWA’s service area, Staff have determined that the original estimate fell short and the actual cost will be closer to double the cost of the original estimate.

A-Z Backflow Inc., who was approved as an alternate, was not deployed during the first two years of this agreement, and staff has determined that Aaron’s Backflow Services, Inc. is capable of performing the remaining work without deploying the alternate firm, and with better pricing. Therefore, Staff does not recommend renewing the contract with A-Z Backflow Inc.

Staff have also expanded the TWA’s scope and utilization of Aaron’s Backflow Services, Inc. to include cross-connection inspections on reclaimed service areas. This task was not considered previously in the cost determinations as it was not part of the scope of services. Additionally, Aaron’s Backflow Services has performed some specific cross-connection inspections for private wells that have environmental concerns or
neighborhoods that may have suspect connections by converting them from potable irrigation to reclaimed irrigation.

The cross-connection staff is very happy with the performance of Aaron’s Backflow Services. Lines of communication, both written and verbal are open and informative. The purpose of this Amendment is to expand the scope of services, extend the term by two years to June 12, 2022, and increase the annual non-to-exceed amount to allow for continuous water meter backflow testing and repairs.

**Estimated Total Cost:**
Estimated $900,000 for years three and four of the agreement for a total not-to-exceed amount of $2,970,000 for the term.

**Recommended Action:**
Staff recommends approval of First Amendment with Aaron’s Backflow Services, Inc., for water meter backflow prevention testing and repair services.

Initials: mm/fh
THIS FIRST AMENDMENT TO AGREEMENT WATER METER BACKFLOW PREVENTION, TESTING, AND REPAIRS (the “First Amendment”) is made by and between Tohopekaliga Water Authority, an independent special district established and created pursuant to Chapter 189, Florida Statutes, by special act of the Florida Legislature, whose mailing address is 951 Martin Luther King Boulevard, Kissimmee, Florida 34741 (the “AUTHORITY”) and Aaron’s Backflow Services, Inc., a Florida profit corporation, authorized to do business in the State of Florida, with offices located at 1458 Foxtail Court, Lake Mary, Florida 32746 (the “CONTRACTOR”). The AUTHORITY and CONTRACTOR may individually be referred to as a “Party” and collectively as the “Parties.”

WITNESSETH:

WHEREAS, the AUTHORITY and CONTRACTOR entered into the Agreement for Water Meter Backflow Prevention, Testing, and Repairs, under contract number IFB-18-038 (the “Agreement”), which was approved by the Tohopekaliga Water Authority Board of Supervisors (“Board”), on June 13, 2018; and

WHEREAS, the AUTHORITY desires to maintain the contractual services of the CONTRACTOR to continue providing water meter backflow prevention, testing, and repair services, on an as needed basis, as more specifically set forth in the Agreement;

WHEREAS, pursuant to Section 24 of the Agreement, titled “Modification,” the covenants, terms and provisions of the Agreement may be modified by way of a written instrument, mutually accepted by the Parties; and

WHEREAS, the Parties have agreed to enter into this First Amendment to extend the term of the Agreement and to increase the annual compensation amount, as more specifically set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants, terms, and provisions contained herein, the Parties agree as follows:

1. Section 1, titled “Term” is hereby repealed and replaced as follows:

SECTION 1. TERM

The term of this Agreement is hereby amended to extend through June 12, 2022.
2. Section 5, titled “COMPENSATION,” is hereby repealed and replaced as follows:

**SECTION 5. COMPENSATION**

A. The amount to be paid under this Agreement for services rendered shall exceed Nine Hundred Thousand Dollars ($900,000.00) annually for years three and four of this Agreement, for a total not to exceed amount of Two Million Nine Hundred Seventy Thousand Dollars ($2,970,000) for the term of the Agreement.

B. Compensation for services completed by the CONTRACTOR shall be paid in accordance with section 218.70, Florida Statutes, Florida’s Prompt Payment Act.

C. Services to be performed in accordance with this Agreement are subject to the annual appropriation of funds by the AUTHORITY. The AUTHORITY reserves the right, in its sole discretion, to forego use of the CONTRACTOR for any project that may fall within the Scope of Services listed herein. In the event the AUTHORITY is not satisfied with the services provided by the CONTRACTOR, the AUTHORITY will hold any amounts due until the CONTRACTOR has appropriately addressed the problem, to the satisfaction of the AUTHORITY.

3. Section 34 is hereby created to read as follows:

**SECTION 34. COUNTERPARTS, ELECTRONIC TRANSACTION, AND ELECTRONIC SIGNATURES.**

This Agreement may be electronically executed by the Parties in counterparts up to but not exceeding the number of parties, each of which shall be deemed an original and all of which, taken together, shall constitute one agreement. Each Party may deliver its executed signature page, by email transmission to the other Parties at the email addresses set forth herein. Delivery shall be effective and complete upon completion of such email transmission. The Parties agree that electronic signatures may be use in the execution of this Agreement in accordance with Parts I and II of Chapter 668, Florida Statutes.

4. Section 35 is hereby created to read as follows:

**SECTION 35. SCRUTINIZED COMPANIES CLAUSE**

This Agreement may be terminated by the AUTHORITY, without penalty to the AUTHORITY, i) in the event that the CONTRACTOR is put on the
scrutinized companies lists enumerated in section 287.135, Florida Statutes; or ii) if the AUTHORITY determines that the CONTRACTOR falsely certified to the AUTHORITY that the CONTRACTOR is not listed as a scrutinized company. Exemptions and additional penalties shall be as set forth in section 287.135, Florida Statutes. Certification is set forth in Exhibit “B” attached to and made a binding part of this Agreement by this reference.

5. Section 36 is hereby created to read as follows:

SECTION 36. SIGNATORY.

Each signatory below represents and warrants that he or she has the full power and is duly authorized, by their respective Party, to enter into and perform under this Agreement. Such signatory further represents that he or she has fully reviewed and understands the terms and conditions set forth in this Agreement, including exhibits, and fully intends to abide by and comply with all of the terms and conditions set forth herein.

6. These changes shall become effective upon execution of this First Amendment by both Parties.

7. Unless otherwise specifically set forth herein, the terms and conditions of the original Agreement and any subsequent Amendment(s) shall remain in full force and effect. To the extent of any conflict between this First Amendment and the original Agreement or any prior Amendment(s) thereto, the terms and conditions of this First Amendment shall prevail.

(THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]
IN WITNESS WHEREOF, the Parties hereto, by their duly authorized representatives, have executed this First Amendment effective the _____ day of _______________, 2020.

AARON'S BACKFLOW SERVICES, INC

By:___________________________
Print Name:____________________
Title:__________________________

Attest:_________________________
Print Name:____________________
Address:_______________________

TOHOPEKALGIA WATER AUTHORITY

By:___________________________
Print Name: Todd P. Swingle
Title: Executive Director

Attest:_________________________
Print Name: Anthony J. Cotter
Address: 951 Martin Luther King Blvd.
         Kissimmee, Florida 34741

STATE OF ________________
COUNTY OF ________________

The foregoing instrument was acknowledged before me by [ ] physical presence or [ ] online notarization this ___ day of __________, 2020 by ____________________ as _______________ of Aaron’s Backflow Services, Inc., a Florida profit corporation, on behalf of the corporation. He / she is personally known to me OR has produced ______________ as identification.

_____________________________
Notary Signature

Printed Name:__________________

Title Name:____________________

My Commission Expires: _______ (Stamp)
Exhibit “B”

Contractor Certification Regarding Scrutinized Companies
(Agreements of $1,000,000.00 or more)

Section 287.135, Florida Statutes, prohibits local governments from contracting with companies, for goods or services of One Million and 00/100 Dollars ($1,000,000.00) or more that are on Scrutinized Companies Lists enumerated in Section 287.135, Florida Statutes.

As the person authorized to sign on behalf of the CONTRACTOR, I hereby certify that the company identified above in the section entitled “CONTRACTOR Name” is not listed on the Scrutinized Companies Lists. I understand that pursuant to section 287.135, Florida Statutes, the submission of a false certification may subject the CONTRACTOR to termination of the Agreement, civil penalties, attorney’s fees, and/or costs.

CERTIFIED BY: ________________________________  Date: _________________

Authorized Signature

Print Name: ________________________________

Print Title: ________________________________
TITLE: APPROVAL OF THE AGREEMENT WITH FIVE STAR FILTRATION, LLC FOR THE PURCHASE OF THREE DISK FILTERS FOR THE SANDHILL WRF (IFB-20-072)

Summary:

The Sandhill Water Reclamation Facility (SHWRF) utilizes both disk filters and sand filters for removal of small debris from the treated wastewater. The proposed disk filters will replace the older technology sand filters that have been in service for 23 years. Screens, within SHWRF and the distribution system, must be cleaned regularly to prevent distribution system pressure issues caused by debris passing through the sand filters. Cleaning the screens requires 10 to 15 hours of staff overtime per week to restore service pressure and prevent loss of landscaping, a potential liability for the Authority. The proposed disk filters will increase filtration capacity from 6 million gallons per day (MGD) to 9 MGD and improve removal of debris.

The filter project has been fast-tracked in advance of the 9.0 MGD SHWRF expansion project, currently in preliminary design, to address the service quality issues. The construction of the filter project will bid upon finalization of the filter design documents, currently at 30% completion. Procurement of the disk filter equipment prior to finalization of the filter design documents will accelerate filter completion by approximately three months. Construction of the project and installation of the TWA purchased filters will be competitively bid to TWA's prequalified wastewater facility contractors in advance of the 9.0 MGD plant expansion project; the low bid will be submitted to the Board at a future meeting for consideration.

The procurement solicitation for the disk filter equipment was advertised on March 5, 2020, with a due date of March 24, 2020. Four bids were received.

The bid specifications clearly stated that unit prices govern. Upon review of the bids, Procurement discovered Alfa Laval did not multiply the unit cost by the quantity. Veolia Water Technologies/Kruger’s bid did not multiply the unit cost by the quantity and took exception to the Authority’s standard Procurement Terms and Conditions. For regulatory compliance, and to limit the Authority’s financial risk, vendor compliance with the Terms and Conditions language is necessary. For these reasons, both bids were determined to be non-responsive.
The two responsive bids were:

<table>
<thead>
<tr>
<th>Vendor</th>
<th>Bid</th>
</tr>
</thead>
<tbody>
<tr>
<td>Five Star Filtration, LLC</td>
<td>$884,600</td>
</tr>
<tr>
<td>Aqua-Aerobic Systems, Inc.</td>
<td>$965,422</td>
</tr>
</tbody>
</table>

Procurement posted the bid tabulation and Recommendation for Award on March 27, 2020 notifying all interested parties of our intent to award to Five Star Filtration, LLC. All such notices clearly state, “Any party having actually submitted a bid may protest the contract award by filing such a protest in writing to the Procurement Services Manager within seventy-two (72) hours of the posting of this Recommendation for Award.”

On March 30, 2020, which was within the allowable protest period, Mr. Michael Gutshall, Vice President of Veolia Water Technologies, Inc., dba Kruger, submitted a protest letter in response to the notice stating the following:

1. Evaluation and award was to be based on the lowest responsive and responsible bidder.
2. The Request for Proposals (RFP) allowed for comments and exceptions to be included with the bid and provided guidance for determination of a responsive bidder. Kruger clearly stated comments in good faith. All comments were minor. Based on the RFP guidance and on past history of contracting with the Authority these should not have resulted in a “non-responsive” designation.

After discussing this protest with the Executive Director and the General Counsel, the Procurement Manager emailed a letter to Mr. Gutshall in response to the protest on April 6, 2020, and followed up by sending it via certified mail. This letter outlined the reasons their bid had been determined to be non-responsive in accordance with the solicitation’s requirements, Florida law, and the Authority’s procurement practices. Although their bid had the lowest price, they completed the bid form incorrectly and submitted exceptions, which were material in nature rather than minor, especially their revisions to the Authority’s Terms and Conditions. The manager considered all of the points in the protest letter, explaining that the evaluation of this bid was in accordance with the Authority’s standard public procurement procedures. Therefore, Veolia’s bid remained non-responsive and rejected.

Veolia then had 7 days, from April 6, 2020, to respond if they wished to appeal this decision. Staff received no further communication.
The design engineer reviewed the bids and concurred with the award to the lowest responsive and responsible bidder, Five Star Filtration, LLC.

As part of the agenda items submitted for the April 8th Board meeting (item 7K), the Agenda Memorandum incorrectly identified Heyward Florida, Inc., the local sales representative, as the low, responsive and responsible bidder, instead of Five Star Filtration, LLC., the actual filter manufacturer. Five Star Filtration, LLC submitted the winning bid and will be responsible for the warranty of these items.

Staff requests the Board rescind the contract award for IFB-20-072 to Heyward Florida, Inc. made during its April 8th meeting, award the contract to Five Star Filtration, LLC, as the lowest, responsive and responsible bidder, and approve the attached Agreement for the purchase of disk filter equipment under contract #IFB-20-072.

This project will be funded using budgeted SHWRF plant expansion project funds.

Total Costs:
$ 884,600.00 - Requested filter equipment purchase

Recommended Action:
Staff recommends the Board rescinding the award of contract # IFB-20-072 to Heyward Florida, Inc., and approval of the Agreement with Five Star Filtration, LLC for the purchase of three disk filters for the Sandhill WRF in the amount of $884,600.00.
This Agreement for the Supply and Delivery of Disk Filters for the Sandhill Water Reclamation Facility (the “Agreement”) is made and entered between Tohopekaliga Water Authority, an independent special district established and created pursuant to Chapter 189, Florida Statutes, by special act of the Florida Legislature, 951 Martin Luther King Boulevard, Kissimmee, Florida 34741 (the “AUTHORITY” or “TWA”) and Five Star Filtration, LLC, a foreign name registration, 13639 Poplar Circle, Suite 102, Conroe, Texas 77304 (the “CONTRACTOR”). The AUTHORITY and CONTRACTOR may be individually referred to as a “Party” or collectively as the “Parties.”

W I T N E S S E T H:

WHEREAS, the AUTHORITY has competitively solicited for the supply and delivery of disk filters at the Sandhill Water Reclamation Facility, pursuant to IFB-20-072 (the “Solicitation”); and

WHEREAS, the CONTRACTOR has exhibited by its response to the Solicitation, a copy of which is attached and incorporated by reference as Exhibit “A,” that it is capable of providing the required services; and

WHEREAS, the Parties hereto have agreed to the terms and conditions, as set forth herein based on the Solicitation.

NOW, THEREFORE, in consideration of the mutual covenants, terms, and provisions contained herein, the Parties agree as follows:

SECTION 1. TERM.

The term of this Agreement shall become effective on the date of execution by both Parties and continue until September 30, 2021 or until project completion and acceptance by the AUTHORITY’s Project Manager, unless otherwise terminated.

SECTION 2. SCOPE OF SERVICES.

The CONTRACTOR shall provide those services and accessories, as more specifically listed in Exhibit “A” (collectively the “Services”).

SECTION 3. OBLIGATIONS OF THE CONTRACTOR.

Obligations of the CONTRACTOR shall include, but not be limited to, the following:
A. The CONTRACTOR shall provide and pay for all labor, tools, materials, permits, equipment, transportation, supervision, and any and all other items or services, of any type whatsoever, which are necessary to fully complete and deliver the Services requested by the AUTHORITY. The CONTRACTOR shall not have the authority to create, or cause to be filed, any liens for labor and/or materials on, or against, the AUTHORITY, or any property owned by the AUTHORITY. Any such lien, attachment, or encumbrance, until removed, shall preclude any and all claims or demands by the CONTRACTOR for any payment expected by virtue of this Agreement.

B. The CONTRACTOR will ensure that all of its employees, agents, sub-contractors, representatives, volunteers, and the like, fully comply with all of the terms and conditions set forth herein, when providing Services for the AUTHORITY under this Agreement.

C. The CONTRACTOR shall be solely responsible for the means, methods, techniques, sequences, safety programs, and procedures necessary to properly and fully complete the work set forth in the Scope of Services.

D. The CONTRACTOR shall maintain an adequate and competent staff, and shall remain authorized to do business within the State of Florida for the term of this Agreement, including renewals. The CONTRACTOR may subcontract the Services requested by the AUTHORITY, with prior written approval from AUTHORITY; however, the CONTRACTOR shall remain fully responsible for the satisfactory completion of all subcontracted work.

SECTION 4. STANDARD OF CARE.

A. The CONTRACTOR has represented to the AUTHORITY that it possesses a level of knowledge, experience, and expertise that is commensurate with firms in the areas of practice required for the Services to be provided under this Agreement. By executing this Agreement, the CONTRACTOR agrees that the CONTRACTOR will exercise that degree of care, knowledge, skill, and ability as any other similarly situated contractor possessing the degree of skill, knowledge, experience, and expertise within the local area, working on similar activities. The CONTRACTOR shall perform the requested Services in an efficient manner, consistent with the AUTHORITY’s stated Scope of Services and industry standards.

B. The CONTRACTOR covenants and agrees that it and its employees, agents, sub-contractors, representatives, volunteers, and the like, shall be bound by the same standards of conduct as stated above.

SECTION 5. COMPENSATION.

A. The amount to be paid under this Agreement for acceptable performance of the Services described in Exhibit “A” shall not exceed Eight Hundred Eighty-Four Thousand Six Hundred Dollars ($884,600).
B. Compensation for Services completed by the CONTRACTOR shall be paid in accordance with section 218.70, Florida Statutes, Florida’s Prompt Payment Act.

C. Services performed in accordance with this Agreement are subject to the annual appropriation of funds by the AUTHORITY. The AUTHORITY reserves the right, in its sole discretion, to forego use of the CONTRACTOR for any project which may fall within the Scope of Services listed herein. In the event the AUTHORITY is not satisfied with the Services provided by the CONTRACTOR, the AUTHORITY will hold any amounts due until such time as the CONTRACTOR has appropriately addressed the problem to the satisfaction of the AUTHORITY.

SECTION 6. TERMINATION.

The AUTHORITY may terminate this Agreement, with or without cause, upon thirty (30) days written notice to CONTRACTOR prior to the effective date of such cancellation.

SECTION 7. TERMINATION FOR CAUSE.

The AUTHORITY may terminate this Agreement, without further obligation, upon written notice to the CONTRACTOR if the CONTRACTOR breaches any material term of the Agreement and such breach remains uncured for sixty (60) days after receipt of said notice.

SECTION 8. PAYMENT WHEN SERVICES ARE TERMINATED.

A. In the event of termination of this Agreement by the AUTHORITY, and not due to the fault of the CONTRACTOR, the AUTHORITY shall compensate the CONTRACTOR for all authorized Services performed prior to the effective date of termination.

B. In the event of termination of this Agreement due to the fault of the CONTRACTOR, or at the written request of the CONTRACTOR, the AUTHORITY shall compensate the CONTRACTOR for all authorized Services completed, prior to the effective date of termination, which have resulted in a usable product or otherwise tangible benefit to the AUTHORITY. All such payments shall be subject to an offset for any damages incurred by the AUTHORITY resulting from any delay occasioned by early termination. This provision shall in no way be construed as the sole remedy available to the AUTHORITY in the event of breach by the CONTRACTOR.

SECTION 9. INSURANCE.

A. The CONTRACTOR shall procure and maintain the following types of insurance, with the respective limits, and shall provide proof of the same to the AUTHORITY, in the form of a Certificate of Insurance prior to the start of any work hereunder:
1. **Worker’s Compensation:** The CONTRACTOR shall provide Worker’s Compensation coverage for all employees at the site location and in the case any work is subcontracted, and shall require the subcontractor to provide Worker’s Compensation for all its employees. The limits shall be statutory for Worker’s Compensation and $1,000,000.00 for Employer’s Liability.

2. **Commercial General Liability:** The CONTRACTOR shall provide for all operations including, but not limited to, Contractual and Products Completed Operations. The limits shall not be less than $1,000,000.00.

3. **Comprehensive Automobile Liability:** The CONTRACTOR shall provide coverage for all owned and non-owned vehicles for limits not less than $1,000,000.00.

4. **Umbrella Liability:** The CONTRACTOR shall provide an umbrella policy in excess to the coverage’s provided for in the above paragraphs of not less than $1,000,000.00.

B. The CONTRACTOR shall name “Tohopekaliga Water Authority” as a certificate holder and as additional insured, to the extent of the services to be provided hereunder, on all required insurance policies, except for Worker’s Compensation policy, and provide the AUTHORITY with proof of the same.

C. The CONTRACTOR, and any authorized sub-contractor(s), shall provide the AUTHORITY’s Procurement Services with a Certificate of Insurance evidencing such coverage for the duration of this Agreement. The Certificate of Insurance shall be dated and show:

   1. The name of the insured CONTRACTOR;
   2. The specified job by name and job number;
   3. The name of the insurer;
   4. The number of the policy;
   5. The effective date;
   6. The termination date; and
   7. A statement that the insurer will mail notice to the AUTHORITY at least thirty (30) days prior to any material changes in the provisions or cancellation of the policy.

D. Receipt of certificates or other documentation of insurance or policies or copies of policies by the AUTHORITY, or by any of its representatives, which indicates less coverage than is required, does not constitute a waiver of the CONTRACTOR’s obligation to fulfill the insurance requirements specified herein.

E. The CONTRACTOR shall ensure that any sub-contractor(s), hired to perform any of the duties contained in the Scope of Services of this Agreement, procure and maintain the same insurance requirements as set forth herein. In addition, the CONTRACTOR shall maintain proof of the same on file and make readily available upon request by the AUTHORITY.
SECTION 10.  AUTHORITY OBLIGATIONS.

At the CONTRACTOR’s request, the AUTHORITY agrees to provide, at no cost to the AUTHORITY, all pertinent information known to be available to the AUTHORITY to assist the CONTRACTOR in providing and performing the required Services.

SECTION 11.  DOCUMENTS CONSTITUTING ENTIRE AGREEMENT.

The following documents are hereby incorporated and made part of this Agreement:

- Exhibit “A” – Solicitation document and original proposal submitted by the CONTRACTOR

In the event of a conflict between the covenants, terms, and/or provisions of this Agreement and Exhibit “A,” the provisions of the Agreement shall take precedence.

SECTION 12.  APPLICABLE LAW, VENUE, JURY TRIAL.

The laws of the State of Florida shall govern all aspects of this Agreement. In the event it becomes necessary for either Party to initiate legal action regarding this Agreement or the performance of the associated Services, venue shall lie in Osceola County, Florida. The Parties hereby waive their right to trial by jury in any action, proceeding or claim, arising out of this Agreement, which may be brought by either of the Parties.

In all respects, this Agreement shall be governed by and construed in accordance with the laws of the State of Florida without giving effect to any choice of law rules thereof that may direct the application of the laws of another jurisdiction.

SECTION 13.  PUBLIC RECORDS COMPLIANCE.

A. 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 the following:

Records Retention  
951 Martin Luther King Blvd.  
Kissimmee, Florida 34741  
(407) 483-3822  
publicrecordsrequests@tohowater.com

B. The CONTRACTOR understands that by virtue of this Agreement all of its documents, records and materials of any kind, relating to the relationship created hereby, shall be open to the public for inspection in accordance with Florida law. If CONTRACTOR shall act on behalf of the AUTHORITY, as provided under
section 119.011(2), Florida Statutes, as amended, the CONTRACTOR, subject to
the terms of section 287.058(1) (c), Florida Statutes, as amended, and any other
applicable legal and equitable remedies, shall:

1) Keep and maintain public records that ordinarily and necessarily would be
required by the AUTHORITY in order to perform the service; and

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 Florida law; and

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 Agreement and destroy any
duplicate public records that are exempt or confidential and exempt from
public records disclosure requirement. All records stored electronically
must be provided to the AUTHORITY in a format that is compatible with
the information technology systems of the AUTHORITY; and

5) If the CONTRACTOR does not comply with a public records request, the
AUTHORITY shall enforce the contract provisions in accordance with the
Agreement.

SECTION 14. INDEPENDENT CONTRACTOR.

This Agreement does not create an employee/employer relationship between the Parties.
It is the Parties’ intention that the CONTRACTOR, its employees, sub-contractors,
representatives, volunteers, and the like, will be an independent contractor and not an employee of
the AUTHORITY for all purposes, including, but not limited to, the application of the following,
as amended: the Fair Labor Standards Act minimum wage and overtime payments; the Federal
Insurance Contribution Act; the Social Security Act; the Federal Unemployment Tax Act; the
provisions of the Internal Revenue Code; the State of Florida revenue and taxation laws; the State
of Florida workers’ compensation laws; the State of Florida unemployment insurance laws; and
the Florida Retirement System benefits. The CONTRACTOR will retain sole and absolute
discretion in the judgment of the manner and means of carrying out the CONTRACTOR’s
activities and responsibilities hereunder.

SECTION 15. APPLICABLE LICENSING.

The CONTRACTOR, at its sole expense, shall obtain all required federal, state, and local
licenses, occupational and otherwise, required to successfully providing the Services set forth
herein.

SECTION 16. COMPLIANCE WITH ALL LAWS.

The CONTRACTOR, at its sole expense, shall comply with all laws, ordinances, judicial
decisions, orders, and regulations of federal, state, AUTHORITY, and municipal governments, as
well as their respective departments, commissions, boards, and officers, which are in effect at the
SECTION 17. INDEMNIFICATION.

To the fullest extent permitted by law, the CONTRACTOR shall defend, indemnify, and hold harmless the AUTHORITY, its officials, agents and employees from, and against, any and all claims, suits, judgments, demands, liabilities, damages, costs, and expenses (including, but not limited to, attorneys’ fees, paralegals’ fees, consultants’ fees, and costs at all administrative, pretrial, trial, and appellate levels) of any kind or nature whatsoever, arising directly or indirectly out of or caused, in whole or part, by any act or omission of the CONTRACTOR or its subcontractors (if any), anyone directly or indirectly employed by them, or anyone for whose acts any of them may be liable.

SECTION 18. SOVEREIGN IMMUNITY.

The AUTHORITY expressly retains all rights, benefits, and immunities of sovereign immunity, in accordance with Section 768.28, Florida Statutes. Notwithstanding anything set forth in any section, article or paragraph of this Agreement to the contrary, nothing in this Agreement shall be deemed as a waiver of sovereign immunity or the limits of liability which may have been adopted by the Florida Legislature, or may be adopted by the Florida Legislature, and the cap on the amount and liability of AUTHORITY for damages, attorney fees and costs, regardless of the number or nature of claims in tort, equity or contract, and shall not exceed the dollar amount set by the Florida Legislature for tort. Nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim against the AUTHORITY which would otherwise be barred under the Doctrine of Sovereign Immunity or operation of law.

SECTION 19. BANKRUPTCY OR INSOLVENCY.

If the CONTRACTOR shall file a Petition in Bankruptcy, or if the same shall be adjudged bankrupt or insolvent by any Court, or if a receiver of the property of the CONTRACTOR shall be appointed in any proceeding brought by or against the CONTRACTOR, or if the CONTRACTOR shall make an assignment for the benefit of creditors, or proceedings shall be commenced on or against the CONTRACTOR’s operations of the premises, the AUTHORITY may terminate this Agreement immediately notwithstanding the notice requirements of Section 6 hereof.

SECTION 20. BINDING EFFECT.

This Agreement shall be binding upon and inure to the benefit of the Parties hereto, their heirs, personal representatives, successors, and/or assigns.

SECTION 21. ASSIGNMENT.

This Agreement shall only be assignable by the CONTRACTOR upon the express written consent of the AUTHORITY.
SECTION 22. SEVERABILITY.

All clauses found herein shall act independently of each other. If any provision of this Agreement is held, by a court of competent jurisdiction, to be invalid, void, or otherwise unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way.

SECTION 23. WAIVER.

Failure of the Parties to insist upon strict performance of any of the covenants, terms, provisions, or conditions of this Agreement, or to exercise any right or option herein contained, shall not be construed as a waiver or a relinquishment for the future of any such covenant, term, provision, condition, or right of election, but same shall remain in full force and effect.

SECTION 24. NOTICE.

The Parties hereto agree and understand that written notice, mailed or delivered to the last known mailing address, shall constitute sufficient notice to the AUTHORITY and the CONTRACTOR. All notices required and/or made pursuant to this Agreement to be given to the AUTHORITY and the CONTRACTOR shall be in writing and given by way of the United States Postal Service, first class mail, postage prepaid, addressed to the following addresses of record:

AUTHORITY: Toho Water Authority  
Attention: Procurement Services (Warehouse)  
1628 S. John Young Parkway  
Kissimmee, Florida 34741

CONTRACTOR: Five Star Filtration, LLC  
13639 Poplar Circle, Suite 102  
Conroe, Texas 77304

SECTION 25. MODIFICATION.

The covenants, terms, and provisions of this Agreement may be modified by way of a written instrument, mutually accepted by the Parties hereto. In the event of a conflict between the covenants, terms, and/or provisions of this Agreement and any written Amendment(s) hereto, the provisions of the latest executed instrument shall take precedence.

SECTION 26. HEADINGS.

All headings of the sections, exhibits, and attachments contained in this Agreement are for the purpose of convenience only and shall not be deemed to expand, limit or change the provisions contained in such sections, exhibits, and attachments.

SECTION 27. ADMINISTRATIVE PROVISIONS.

In the event the AUTHORITY issues a purchase order, memorandum, letter, or any other instrument addressing the services, work, and materials to be provided and performed pursuant to this Agreement, it is hereby specifically agreed and understood that any such purchase order,
memorandum, letter, or other instrument is for the AUTHORITY's internal purposes only, and any and all terms, provisions, and conditions contained therein, whether printed or written, shall in no way modify the covenants, terms, and provisions of this Agreement and shall have no force or effect thereon.

SECTION 28. CONFLICT OF INTEREST.

The CONTRACTOR warrants that the CONTRACTOR has not employed or retained any company or person, other than a bona fide employee working solely for the CONTRACTOR, to solicit or secure this Agreement, and that the CONTRACTOR has not paid or agreed to pay any person, company, corporation, individual, or firm 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 Section, the AUTHORITY shall have the right to terminate this Agreement immediately, without liability and without regard to the notice requirements of Section 6 hereof.

SECTION 29. PUBLIC ENTITY CRIMES.

As required by section 287.133, Florida Statutes, the CONTRACTOR warrants that it is not on the convicted contractor list for a public entity crime committed within the past thirty six (36) months. The CONTRACTOR further warrants that it will neither utilize the services of, nor contract with, any supplier, sub-contractor, or consultant in connection with this Agreement for a period of thirty six (36) months from the date of being placed on the convicted contractor list.

SECTION 30. EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY).

In accordance with State of Florida, Office of the Governor, Executive Order 11-116 (superseding Executive Order 11-02; Verification of Employment Status), in the event performance of this Agreement is or will be funded using state or federal funds, the CONTRACTOR must comply with the Employment Eligibility Verification Program (“E-Verify Program”), as set forth in 48 CFR 52.222-54( as amended), incorporated hereby by referene, which was developed by the federal government to verify the eligibility of individuals to work in the United States. If applicable, in accordance with Subpart 22.18 of the Federal Acquisition Register, the CONTRACTOR must comply with the following: (1) enroll in the E-Verify Program; (2) use E-Verify to verify the employment eligibility of all new hires working in the United States, except if the CONTRACTOR is a state or local government, the CONTRACTOR may choose to verify only new hires assigned to the Agreement; (3) use E-Verify to verify the employment eligibility of all employees assigned to the Agreement; and (4) include these requirement in certain subcontract, such as construction. Information on registration for and use of the E-Verify Program can be obtained via the internet at the Department of Homeland Security Web site: http://www.dhs.gov/E-Verify.

SECTION 31. JOINT AUTHORSHIP.

This Agreement shall be construed as resulting from joint negotiation and authorship. No part of this Agreement shall be construed as the product of any one of the Parties hereto.
SECTION 32. EQUAL OPPORTUNITY EMPLOYER.

The CONTRACTOR is an Equal Opportunity Employer and will comply with all equal opportunity employment laws. The CONTRACTOR will further ensure that all sub-contractors it utilizes in providing the Services required under this Agreement will comply with all equal opportunity employment laws.

SECTION 33. AUDITING, RECORDS, AND INSPECTION.

In the performance of this Agreement, the CONTRACTOR shall keep books, records, and accounts of all activities, related to the Agreement, in compliance with generally accepted accounting procedures. Throughout the term of this Agreement, books, records, and accounts related to the performance of this Agreement shall be open to inspection during regular business hours by an authorized representative of the AUTHORITY, and shall be retained by the CONTRACTOR for a period of three years after termination or completion of the Agreement, or until the full Authority audit is complete, whichever comes first. The AUTHORITY shall retain the right to audit the books during the three-year retention period. All books, records, and accounts related to the performance of this Agreement shall be subject to the applicable provisions of the Florida Public Records Act, chapter 119, Florida Statutes. The AUTHORITY also has the right to conduct an audit within sixty (60) days from the effective date of this Agreement to determine whether the CONTRACTOR has the ability to fulfill its contractual obligations to the satisfaction of the AUTHORITY. The AUTHORITY has the right to terminate this Agreement based upon its findings in this audit without regard to the termination provision set forth herein.

SECTION 34. PROJECT MANAGERS.

The AUTHORITY and the CONTRACTOR have identified the individuals listed below as Project Managers who shall have the responsibility for managing the work performed under this Agreement. The person or individual identified by the CONTRACTOR to serve as its Project Manager for this Agreement, or any replacement thereof, is subject to prior written approval and acceptance by the AUTHORITY. If the AUTHORITY or CONTRACTOR replace their current Project Manager with another individual, an amendment to this Agreement shall not be required. The AUTHORITY will notify the CONTRACTOR, in writing, if the current AUTHORITY Project Manager is replaced by another individual.

A. The AUTHORITY Project Manager’s contact information is as follows:

George Eversole, Professional Engineer  
Toho Water Authority  
951 Martin Luther King Blvd.  
Kissimmee, FL 34741  
Phone: 407-944-5025  
Email: geversole@tohowater.com

B. The CONTRACTOR Project Manager’s contact information is as follows:

Greg Chomic, President  
Heyward Florida, Inc.  
14415 Country Club Drive
SECTION 35. SIGNATORY.

Each signatory below represents and warrants that he or she has the full power, and is duly authorized by their respective Party, to enter into and perform under this Agreement. Such signatory further represents that he or she has fully reviewed and understands the terms and conditions set forth in this Agreement, including exhibits, and fully intends to abide by and comply with all of the terms and conditions set forth herein.

SECTION 35. COUNTERPARTS, ELECTRONIC TRANSACTION, AND ELECTRONIC SIGNATURES.

This Agreement may be electronically executed by the Parties in counterparts up to but not exceeding the number of parties, each of which shall be deemed an original and all of which, taken together, shall constitute one agreement. Each Party may deliver its executed signature page by email transmission to the other Parties at the email addresses set forth herein. Delivery shall be effective and complete upon completion of such email transmission. The Parties agree that electronic signatures may be used in the execution of this Agreement in accordance with Parts I and II of Chapter 668, Florida Statutes.

[SIGNATURES ON FOLLOWING PAGE]
IN WITNESS WHEREOF, the Parties hereto, by their duly authorized representatives, have executed this Agreement effective the____ day of ____________________, 2020.

FIVE STAR FILTRATION, LLC

By: ____________________________
Print Name: ______________________
Title: ____________________________

Attest: __________________________
Print Name: ______________________
Title: ____________________________
Address: _________________________

TOHOPEKALIGA WATER AUTHORITY

By: ____________________________
Print Name: Todd P. Swingle
Title: Executive Director

Attest: __________________________
Print Name: Anthony J. Cotter
Title: General Counsel
Address: 951 Martin Luther King Blvd.
         Kissimmee, Florida 34741

STATE OF ____________________  
COUNTY OF _________________

The foregoing instrument was acknowledged before me by means of [ ] physical presence or [ ] online notarization, this ____ day of _______________, 2020, by ____________________________ as __________________________ of Five Star Filtration, LLC, a foreign name registration, on behalf of the company, who personally known to me OR has produced ___________________ as identification.

Signature: ____________________________
Print Name: __________________________

NOTARY PUBLIC, State of _________________
My Commission Expires: ____________________

(Stamp)
INVITATION FOR BID

BID TITLE:
SUPPLY & DELIVERY OF DISK FILTERS FOR THE SANDHILL WRF

BID NO:
IFB-20-072

ISSUE DATE:
MARCH 5, 2020

SUBMIT BID TO:
Toho Water Authority
Procurement Services/Warehouse*
1628 S. John Young Pkwy.
Kissimmee, FL 34741

*Warehouse Hours: 7:30 a.m. – 4:00 p.m.

(Directions: From 192, take John Young Parkway south; turn right onto Mohawk Lane just south of RaceTrac; continue straight onto Toho Water Authority’s property to stop sign, then turn right; follow signs to Warehouse Building.)

CONTACT PERSON:
Terry Park, CPPB
Procurement Services

EMAIL ADDRESS:
tpark@tohowater.com

PHONE:
(407) 944-5180

FAX:
(407) 931-4308

PRE - BID CONFERENCE:
N/A

DEADLINE FOR WRITTEN QUESTIONS:
Thursday, March 12, 2020 at 12:00 p.m. (Noon) Local Time

BID DUE:
TUESDAY MARCH 24, 2020 AT 2:00 P.M. LOCAL TIME

TOHO WATER AUTHORITY IS A NON-SMOKING AGENCY. SMOKING IS STRICTLY PROHIBITED IN ALL FACILITIES AND ON ALL AUTHORITY PROPERTIES.
### Supply & Delivery of Disk Filters for the Sandhill WRF

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SECTION 1
GENERAL TERMS AND CONDITIONS
***PLEASE READ CAREFULLY***

BIDDER OR OFFEROR: THESE CONDITIONS AND INSTRUCTIONS TO BIDDERS shall be binding on all Bidders or Offerors and, except to the extent otherwise provided, are incorporated by reference in all contracts resulting from any written Request for Quotation (RFQ), Invitation for Bid (IFB) or Request for Proposal (RFP) issued, collectively the ("Request"), to which they are attached and response thereto (Bid) or (Proposal). Use of the term "bid" in these General Terms and Conditions and Instructions to Bidders or Offerors is not intended to be restricted to an IFB and shall also affect written RFQ’s or RFP’s.

These instructions are standard for all contracts for commodities or services issued through the Tohopekaliga Water Authority (the "Authority") Procurement Services Division. The Authority may delete, supersede, or modify any of these standard instructions for a particular contract by indicating such change in the IFB Special Conditions, Technical Specifications, Instructions, Proposal Pages, Addenda, and Legal Advertisement.

PART I - CONDITIONS OF BIDDING

1.1 CLARIFICATION OF TERMS: If any Bidder or Offeror has questions about the specifications or other solicitation documents in connection with an RFQ, RFP or IFB, the prospective Bidder or Offeror must contact the buyer whose name appears on the face of the solicitation no later than five (5) business days prior to the date set for the opening of Bid or Proposals or receipt of Proposals. Any revisions to the solicitation will be made only by addendum issued by the buyer. Notifications regarding specifications may not be considered if received in less than five (5) business days of the date set for opening of Bid or Proposals or receipt of Bids or Proposals.

1.2 USE OF AUTHORITY FORM AND TERMS AND CONDITIONS: Failure to submit a solicitation on the official Authority form provided for that purpose or unauthorized modification of or additions to any portion of the solicitation documents may be a cause for rejection of the Bid or Proposal. The Authority reserves the right to decide, on a case-by-case basis, in its sole discretion, whether to reject any Bid or Proposal which has been modified. The Authority shall not be responsible for any errors or omissions of the Bidder or Offeror.

The solicitation shall be signed by a representative authorized to legally bind the firm submitting the Bid or Proposal. By signing the solicitation, the Bidder or Offeror agrees to the terms and conditions of the solicitation and certifies that it has inspected the job site(s) and shall be deemed to be aware of the conditions under which the work must be accomplished. Claims, as a result of failure to inspect the job site, shall not be considered by the Authority.

1.3 EXCEPTIONS: For purposes of Bid or Proposal evaluation, Bidder or Offeror must indicate any exceptions, no matter how slight, from the General Terms and Conditions, Special Conditions, Specifications or Addenda in the space provided on the Bid or Proposal form. No exceptions by a Bidder or Offeror will be considered or deemed a part of the Bid or Proposal submitted unless such exceptions are listed in the Bid or Proposal and referenced in the space provided on the Bidder or Offeror proposal form. If exceptions are not stated or referenced as required, it will be assumed that the product or service fully complies with the Authority’s terms, conditions, and specifications.

By receiving a Bid or Proposal, the Authority does not necessarily accept any exceptions contained in the Bid or Proposal. All exceptions submitted are subject to review and approval by the Authority. If any Bid or Proposal contains material exceptions that, in the Authority’s sole opinion, make that Bid or Proposal conditional in nature, the Authority reserves the right to reject the Bid or Proposal in its entirety or that part of the Bid or Proposal which contains material exceptions.
1.4 NO BID RESPONSE: Vendors electing not to submit a Bid or Proposal in response to this solicitation should complete the attached “No Bid” Response form.

1.5 BID OR PROPOSALS FIRM FOR ACCEPTANCE: Bidder or Offeror warrants, by virtue of bidding, that its Bid or Proposal and the prices quoted in its Bid or Proposal will be firm for acceptance by the Authority for a period of ninety (90) days from the date of Bid or Proposal opening unless otherwise stated in the solicitation.

1.6 LATE BID OR PROPOSAL & MODIFICATION OF BID OR PROPOSAL: Any Bid or Proposal modification received at the office designated in the solicitation after the exact time specified for receipt of the Bid or Proposal or the modification is considered a late Bid or Proposal modification and may not be considered.

The Authority is not responsible for delays in delivery of the mail by the U.S. Postal Service, private carriers or the inter office mail system. It is the sole responsibility of the Bidder or Offeror to ensure its Bid or Proposal reaches the Procurement Services Office by the designated date and hour.

a. The official time used in the receipt of Bid or Proposals is that time stamped by the automatic time stamp machine in the Procurement Services Office. Date/time stamps marked after the designated time of receipt will be rejected.
b. Late Bid or Proposal modifications will be returned to the Bidder or Offeror UNOPENED, if solicitation number, acceptance date, and Bidder/Offeror return address is shown on the container.
c. If the Authority closed its office due to inclement weather, the time for Bid or Proposals opening or receipt of Bid or Proposals will be extended to the next business day, same time.
d. Vendors may modify their Bid or Proposals prior to the date and time specified for the bid opening. Facsimile modification of Bid or Proposals shall not be accepted unless the solicitation allowed submitted by facsimile.

1.7 WITHDRAWAL OF BID OR PROPOSALS: A Bidder or Offeror for a contract may request withdrawal of his or her Bid/Proposal under the following circumstances:
a. Bid or Proposals may be withdrawn on written requests from the Bidders or Offerors received at the address shown in the solicitation prior to the time of acceptance.
b. Requests for withdrawal of Bid or Proposals after opening of such Bid or Proposals but prior to award shall be transmitted to the Authority’s Procurement Services Division, in writing, accompanied by full documentation supporting the request. If the request is based on a claim of error, documentation must show the basis of error. Such documentation may take the form of supplier quotations, vendor work sheets, etc. If bid bonds were tendered with the Bid/Proposal the Authority may exercise its right of collection.
c. Bid or Proposals shall not be withdrawn after award of a contract or issuance of a purchase order. No plea or claim of mistake in the solicitation or resulting contract or purchase order shall be available as a defense in any legal proceeding brought upon a contract or purchase order awarded to a Bidder/Offeror as a result of the breach or nonperformance of such contract or purchase order.

1.8 ERROR IN BID OR PROPOSALS: When an error is made in extending total prices, the unit bid price will govern. Erasures in Bid or Proposals must be initialed by the Bidder or Offeror. Carelessness in quoting prices or in preparation of bid or otherwise, will not relive the Bidder or Offeror of its responsibilities to provide the good or service. Bidders or Offerors are cautioned to recheck their Bid or Proposal for possible errors. Errors discovered after public opening cannot be corrected and the Bidder or Offeror will be required to perform if his or her Bid or Proposal is accepted.

1.9 IDENTIFICATION OF BID ENVELOPE: The signed Bid or Proposal envelope and requested copies should be returned in a separate envelope or package, sealed and identified with the following information:

   IFB No. and Title/Due Date
   Name of Bidder or Offeror
   Street
   City, State, Zip Code
   Attn: Procurement Services

4
If a Bid or Proposal is not addressed with the information as shown above, the Bidder or Offeror takes the risk that the envelope may be inadvertently opened and the information compromised, which may cause the Bid or Proposal to be disqualified. Bid or Proposals may be hand delivered to the designated location in the office issuing the solicitation. No other correspondence or other proposals should be placed in the envelope.

1.20 PRICING

a. Bidder or Offeror warrants by virtue of bidding that prices, terms and conditions quoted in its Bid or Proposal will be firm for acceptance for a period of ninety (90) days from the date of Bid or Proposal opening unless otherwise stated by the Authority or Bidder or Offeror.
b. Prices should be stated in units of quantity as specified in the Bid/Proposal form.
c. Life cycle cost analysis may be considered when determining the lowest responsive and responsible Bid or Proposal. This analysis may consider, in addition to purchase price, any proposed upward or downward escalator clauses proposed for the initial contract term and any potential renewal terms; operating and related costs over the life of the item including maintenance, down time, energy costs, salvage value, etc.
d. Bid or Proposal prices shall be for complete installation ready for the Authority's use and shall include all applicable freight and installation charges; extra charges not allowed.
e. When an annual contract is not requested by the Authority and the Bid or Proposal is for products or services to be delivered on a one-time only or staggered basis, only firm pricing shall be given consideration. General terms such as "price in effect at time of delivery" shall not be considered.

1.21 OPENING: At the time fixed for the opening of responses to a Bid or Proposal, all Bid or Proposals will be opened and the names of the Bidders or Offerors and the amount shall be read aloud and made readily available to the public. If a public opening of a Request for Proposal is held, only the names of the Bidders of Offerors will be read publicly.

1.22 TIE BID OR PROPOSALS: A Drug Free Workplace Statement must be completed, signed, and returned prior to award of Bid or Proposal. This form will be used whenever two or more Bid or Proposals that are identical with respect to price, quality, delivery, and service are received; a Bid or Proposal received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process.

1.23 TAX EXEMPTION: The Authority is exempt from Federal excise and State sales taxes. Tax exemption number is 85-8012897680C-2 and is also stipulated on our Purchase Orders.

1.24 NO CONTACT POLICY: No Bidder or Offeror shall initiate or otherwise have contact related to the solicitation (RFQ, IFB or RFP) with an Authority representative, officer or employee, other than with the Procurement Services Division, after the date and time established for receipt of Bids or Proposals. Any contact initiated by a Bidder or Offeror with any Authority representative, officer or employee other than through the Procurement Services Division, concerning this solicitation is prohibited and may cause the disqualification of the Bidder or Offeror from this procurement process.

1.25 LICENSES, PERMITS, AND FEES: All Bid or Proposals submitted shall have included a list of any business and professional licenses, permits, or fees required by the Authority.

PART II - DEFINITIONS/ORDER OF PRECEDENCE

2.1 BIDDING DEFINITIONS: The Authority will use the following definitions in its these CONDITIONS AND INSTRUCTIONS TO BIDDERS OR OFFERORS and in its general conditions, special conditions, technical specifications, instructions to Bidders or Offerors, addenda, and any other document used in the bidding process:

a. INVITATION FOR BID – (IFB) when the Authority is requesting Bids from qualified Bidders.
b. REQUEST FOR PROPOSAL – (RFP) when the Authority is requesting proposals from qualified Offerors.
c. REQUEST FOR QUOTATION – (RFQ) when the Authority is requesting quotes from qualified Bidders or Offerors.
d. BID – a price and terms quote received in response to an IFB.
e. PROPOSAL – a proposal received in response to an RFP or RFQ.
f. BIDDER – person or firm submitting a Bid.
g. OFFEROR – person or firm submitting a Proposal.
h. RESPONSIVE BIDDER – a person whose bid conforms in all material respects to the terms and conditions included in the IFB.
i. RESPONSIBLE BIDDER – a person who has the capability in all respects to perform in full the contract requirements, as stated in the IFB, and the integrity and reliability that will assure good faith performance.
j. CONTRACTOR – a successful bidder or offeror who is awarded a purchase order, award contract, blanket purchase order agreement, or term contract to provide goods or services to the Authority.
k. CONTRACT – a written agreement for the procurement or disposal of equipment, materials, supplies, or services but not for public construction.
l. PUBLIC ENTITY CRIME and CONVICTED VENDOR LIST have the meanings set out in Section 287.133, Florida Statutes.

2.2 SPECIAL CONDITIONS: Any and all Special Conditions contained in this IFB that may be in variance or conflict with these General Conditions shall have precedence over these General Conditions, except as otherwise provided. If no changes or deletions to the General Conditions are made in the Special Conditions, then the General Conditions shall prevail in their entirety.

PART III - SPECIFICATIONS

3.1 BRAND NAME OR EQUAL: When the technical specifications call for a brand name, manufacturer, make, model, or offeror catalog number with acceptance of APPROVED EQUAL, it shall be for the purpose of establishing a level of quality and features desired and acceptable to the Authority. In such cases, the Authority will be receptive to any unit that would be considered by qualified Authority personnel as an approved equal. In that the specified make and model represent a level of quality and features desired by the Authority, the Bidder or Offeror must state clearly in its bid any exceptions from those specifications. It is the Bidder’s or Offeror's responsibility to provide adequate information in its Bid or Proposal, to enable the Authority to ensure that the Bid or Proposal meets the required criteria. If adequate information is not submitted with the Bid or Proposal, it may be rejected. The Authority will be the sole judge in determining if the item Bid or Proposal qualifies as an approved equal. Requests for an alternate manufacturer to be considered an “approved equal” must be submitted by the deadline for questions as shown on the cover sheet.

3.2 FORMAL SPECIFICATIONS: When a solicitation contains a specification which states no substitutes, no deviation thereof will be permitted and the Bidder or Offeror will be required to furnish articles in conformity with that specification.

3.3 EQUIPMENT STANDARDS: Any equipment delivered shall be standard new equipment, latest model, the best quality, and the highest grade work, except as otherwise specifically stated in the Bid or Proposal. Any part of nominal appurtenances which are usually provided in the manufacturer’s stock model shall be furnished.

3.4 ANNUAL CONTRACT USAGE REQUIREMENTS: Whenever a Bid or Proposal is sought seeking a source of supply for an annual contract for products or services, the quantities or usage shown are estimates only. No guarantee or warranty is given or implied by the Authority as to the total amount that may not be purchased from any resulting contract. These quantities are for Bidder or Offerors information only and will be used for tabulation and presentation of Bid or Proposals.
be used for tabulation and presentation of Bid or Proposals.

PART IV - BIDDING AND AWARD PROCEDURES

4.1 AWARD OR REJECTION OF BID OR PROPOSALS: The Authority reserves the right to accept or reject any or all Bid or Proposals and to waive minor irregularities or variations to specifications contained in Bid or Proposals, and minor irregularities in the bidding process. The Authority reserves the right to award the contract on a split order basis; lump sum basis, individual item basis, or such combination as shall best serve the interest
of the Authority. The Authority reserves the right to make an award to the responsive and responsible bidder whose product or service meet the terms, conditions, and specifications of the IFB and whose Bid or Proposal is considered to best the Authority’s interest. In determining the responsiveness of the offer and the responsibility of the Bidder or Offeror, the following shall be considered:

a. the ability, capacity and skill of the Bidder or Offeror to perform as required
b. whether the Bidder or Offeror can perform promptly, or within the time specified, without delay or interference
c. the character, integrity, reputation, judgment, experience and efficiency of the bidder
d. the quality of past performance by the Bidder or Offeror
e. the previous and existing compliance by the Bidder or Offeror with related laws, ordinances, administrative rules and orders and resolutions and requirements of the Authority.
f. the sufficiency of the Bidder’s or Offeror's financial resources
g. the availability, quality and adaptability of the Bidder’s or Offeror's supplies or services to the required use
h. the ability of the Bidder or Offeror to provide future maintenance, service or parts
i. the number and scope of conditions attached to the Bid or Proposal.

If the IFB or RFQ provides for a contract trial period, the Authority reserves the right, in the event the selected Bidder or Offerors does not perform satisfactorily, to award for a trial period to the next ranked Bidder or Offeror or to award a contract to the next ranked Bidder or Offeror, if that Bidder or Offeror has successfully provided services to the Authority in the past. This procedure to continue until a Bidder or Offeror is selected or the contract is re-bid, at the sole option of the Authority.

4.2 QUALIFICATIONS OF BIDDERS OR OFFERORS: The Authority may make such reasonable investigations as it deems proper and necessary to determine the ability of the Bidder or Offeror to perform the work/furnish the item(s) and the Bidder or Offeror or shall furnish to the Authority all such information and data for this purpose as may be requested. The Authority reserves the right to inspect Bidder’s or Offeror’s physical facilities prior to award to satisfy questions regarding the Bidder’s or Offeror capabilities. The Authority further reserves the right to reject any Bid or Proposal if the evidence submitted by or investigations of such Bidder or Offeror is properly qualified to carry out the obligations of the contract and to complete the work/furnish the item(s) contemplated herein.

4.3 USE OF OTHER GOVERNMENTAL CONTRACTS: The Authority reserves the right to reject any part of all of any Bid or Proposal received and utilize other available governmental contracts, is such action is in its best interest.

4.4 PUBLIC ENTITY CRIMES: "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 or Proposal on a contract to provide any goods or services to a public entity, may not submit a Bid or Proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit Bid or Proposals on leases of real property to a public entity, may not be awarded or perform works 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, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list."

4.5 PUBLIC RECORDS: Florida law provides that municipal records shall at all times is open for personal inspection by any person. Section 119.01, F.S., the Public Records Law. Sealed Bid or Proposals received by the Authority in connection with an IFB, RFP or RFQ shall be deemed to be public records subject to public inspection upon award, recommendation for award, or 10 days after bid opening, whichever occurs first. However, certain exemptions to the public records law are statutorily provided for in Section 119.07, F.S. If the Bidder or Offeror believes any of the information contained in its response is exempt from the Public Records Law, and then the Bidder or Offeror must in his or her response specifically identify the material which is deemed to be exempt and cite the legal authority for the exemption, otherwise, the Authority will treat all materials received as non-exempt. The Authority’s determination of whether an exemption applies shall be final, and the Bidder or Offeror agrees to
defend, indemnify and hold harmless the Authority and the Authority’s officers, employees and agents, against any loss or damages, including but not limited to attorneys’ fees, incurred by any person or entity as a result of the Authority’s treatment of records as public records.

4.6 PROHIBITION OF INTEREST: No member, officer, agent, or employee of the Authority, either for himself or as agent for anyone else or as a stockholder or owner in any other legal entity, shall participate in or benefit directly or indirectly from any sale, purchase, lease, contract or other transaction entered into by the Authority. No contract will be awarded to a bidding firm in violation of the foregoing provision or in violation of Part III of Chapter 112, Florida Statutes. Any firm in which any member of the Board of Supervisors of the Authority or any officer or employee of the Authority or such individual’s spouse or child is an officer, partner, director or proprietor or in which any such individual or any combination of them has a material interest as defined in Part III of Chapter 112, Florida Statutes, must disclose such interest and must fully comply with state law, including the Authority’s governing act and Part III of Chapter 163, Florida Statutes and may be precluded from obtaining an award. Bidders or Offerors must disclose any such affiliation or material interest. Failure to disclose any such affiliation or material interest will result in disqualification of the Bidder or Offeror and removal of the Bidder or Offeror from the Authority’s Bidder’s or Offeror’s list and prohibition from engaging in any business with the Authority.

PART V - BONDS AND INSURANCE

5.1 PERFORMANCE BOND/IRREVOCABLE LETTER OF CREDIT: If a performance bond or irrevocable letter of credit is required in the Special Conditions, the Contractor shall within fifteen (15) working days after notification of award, furnish to the Authority a performance bond or an unconditional irrevocable letter of credit payable to the Toho Water Authority, Florida in the face amount specified in the Special Conditions as surety for faithful performance under the terms and conditions of the contract. If the bond is on an annual coverage basis, renewal for each succeeding year shall be submitted to the Authority thirty (30) days prior to the termination date of the existing performance bond. The performance bond must be executed by a surety company of recognized standing, authorized to do business in the State of Florida and having a resident agent. If a letter of credit is chosen, it must be in a form acceptable to the Authority, drawn on a local bank acceptable to the Authority and issued in favor of the Authority. If the Bidder or Offeror wishes to use a non-local bank, he must have prior Authority approval of the requirements to draw against the letter of credit.

5.2 BID SURETY: If Special Conditions require a bid security, it shall be submitted in the amount stated. A bid security can be in the form of a bid bond, postal money order, cashier’s check, or irrevocable letter of credit. Bid security will be returned to the unsuccessful Bidders or Offerors as soon as practicable after opening of Bid or Proposals. Bid security will be returned to the successful Bidder or Offeror after acceptance of the performance bond or irrevocable letter of credit, if required; acceptance of insurance coverage, if required; and full execution of contract documents, if required; or conditions as stated in the Special Conditions.

5.3 LETTERS OF CREDIT: Generally, the Authority will require that the bank be rated ‘A’ or better by a major rating agency. If the rating of the bank is downgraded below investment grade or if due to other circumstances, the Authority has concerns about the credit worthiness of an issuing bank, the Bidder or Offeror may be required to replace the letter of credit with a letter of credit issued by a different bank acceptable to the Authority or with a performance bond or, in the case of Bid Security with a letter of credit issued by a different bank acceptable to the Authority or with a bid bond, postal money order, cashier’s check.

5.4 INSURANCE: If the Contractor is required to go on the Authority property to perform work or services as a result of IFB award, the Contractor shall assume full responsibility and expense to obtain all necessary insurance as required by the Authority or specified in the Special Conditions. The Contractor shall provide to the Authority original certificates and coverage and receive notification of approval of those certificates by the Authority’s Risk Manager prior to engaging in any activities under this contract. The Contractor’s insurance is subject to the approval of the Authority’s Risk Manager. The certificates must list the Authority as ADDITIONAL INSURED and shall have no less than thirty (30) days written notice of cancellation or material change. Further modification of the insurance requirements may be made at the sole discretion the Authority’s Risk Manager if circumstances change or adequate protection of the Authority is not presented.
PART VI - PURCHASE ORDER AND CONTRACT TERMS

6.1 CONFIDENTIALITY AND OWNERSHIP OF DATA: Any reports, information, intellectual property, data, drawings, specifications, estimates, and summaries given to or prepared or assembled by the Contractor under the Scope of Work of the contract, shall not be made available to any individual or organization by the Contractor without prior written approval of the Authority. All of these items shall become the property of the Authority upon payment of fees as required by the contract.

6.2 OBLIGATIONS OF THE AUTHORITY AND CONTRACTOR: Authority: The Authority shall furnish to the Contractor all available information as listed in the solicitation that may be useful for the contract work. The Authority shall assist the Contractor in obtaining access to enter upon public and private property as required to perform the contract work. The Authority shall designate a representative who shall serve as the principal contact and give direction to the Contractor throughout the duration of the contract. Contractor: The Contractor represents that he has, or shall secure at his expense, all personnel, including subcontractors required to perform and complete the Scope of Work.

6.3 PAYMENT TERMS: Unless otherwise provided in the solicitation payment will be made thirty (30) days after receipt of a proper invoice with complete supporting documentation, or thirty (30) days after receipt of all goods or acceptance of work, whichever is the latter.

6.4 SAFETY STANDARDS: All manufactured items and fabricated assemblies shall comply with applicable requirements of the Occupational Safety and Health Act of 1970 as amended, and be in compliance with Chapter 442, Florida Statutes. Any toxic substance listed in Section 38F-41.03 of the Florida Administrative Code delivered as a result of this order must be accompanied by a completed Material Safety Data Sheet (MSDS).

6.5 OTHER GOVERNMENTAL ENTITIES: If the Bidder or Offeror is awarded a contract as a result of this RFP, IFB or RFQ he or she will, if has sufficient capacity or quantities available, provide to other governmental agencies so requesting, the products or services awarded in accordance with the terms and conditions of the RFP, IFB or RFQ and resulting contract. Prices shall be F.O.B. delivered to the requesting agency location.

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

6.7 INDEPENDENT CONTRACTOR: The Contractor is an independent contractor under this Agreement. Personal services provided by the Bidder or Offeror shall be employees of the Contractor and subject to supervision by the Contractor, and not as officers, employees, or agents of the Authority. Personal policies, tax responsibilities, social security, health insurance, employee benefits, purchasing policies unless otherwise stated in this IFB and other similar administrative procedures applicable to services rendered under this contract shall be those of the Contractor.

6.8 INDEMNITY/HOLD HARMLESS AGREEMENT: The Contractor agrees to protect, defend, indemnify, and hold harmless the Authority and its officers, employees and agents from and against any and all losses, penalties, damages, settlements, claims, costs, charges for other expenses, litigation, whether in court or before an administrative body, or liabilities of every and any kind including attorney fees, in connection with or arising directly or indirectly out of the work agreed to or performed by Contractor under the terms of any agreement that may arise due to the bidding process. Without limiting the foregoing, any and all such claims, suits, or other actions relating to personal injury, death, damage to property, defects in materials or workmanship, actual or alleged violations of any applicable Statute, ordinance, administrative order, rule or regulation, or decree of any court shall be included in the indemnity hereunder.
6.9 **TERMINATION FOR CAUSE:** If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if the Contractor shall violate any of the provisions of this Agreement, the Authority may upon written notice to the Contractor terminate the right of the Contractor to proceed under this Agreement, or with such part or parts of the Agreement as to which there has been default, and may hold the Contractor liable for any damages caused to the Authority by reason of such default and termination. In the event of such termination, any completed services performed by the Contractor under this Agreement shall at the option of the Authority become the Authority's property and the Contractor shall be entitled to receive equitable compensation for any work completed to the satisfaction of the Authority, not to exceed an amount equal to percentage of the contract price representing the percentage of the work completed satisfactorily. The Contractor, however, shall not be relieved of liability to the Authority for damages sustained by the Authority by reason of any breach of the Agreement by the Contractor and the Authority may withhold any payments to the Contractor for the purpose of setoff until such time as the amount of damages due to the Authority from the Contractor can be determined.

6.10 **TERMINATION FOR CONVENIENCE:** The Authority reserves the right, in its best interest as determined by the Authority, to cancel contract by giving written notice to the Contractor thirty (30) days prior to the effective date of such cancellation.

6.11 **CANCELLATION FOR UNAPPROPRIATED FUNDS:** The obligation of the Authority for payment to a Contractor is limited to the availability of funds appropriated in a current fiscal period and continuation of the contract into subsequent fiscal period is subject to appropriation of funds, unless otherwise authorized by law.

6.12 **RECORDS/AUDIT:** The Contractor shall maintain during the term of the contract all books of account, reports and records in accordance with generally accepted accounting practices and standards for records directly related to this contract. The form of all records and reports shall be subject to the approval of the Authority’s Auditors. The Contractor agrees to make available to the Authority’s Auditors during normal business hours all books of account, reports, and records relating to this contract for the duration of the contract and retain them for a minimum period of one (1) year beyond the last day of the contract term.

6.13 **LAWS/ORDINANCES:** The Contractor shall observe and comply with all Federal, state, local and municipal laws, ordinances rules and regulations as well as all resolutions or directives of the Authority that would apply to this contract.

6.14 **NON DISCRIMINATION:** There shall be no discrimination as to race, sex, color, creed, age or national origin in the operations conducted under this contract.

6.15 **ELIGIBILITY:** If applicable, the Contractor must first register with the Department of State of the State of Florida in accordance with Florida Statutes, prior to entering into a contract with the Authority.

6.16 **COPYRIGHTS OR PATENT RIGHTS:** The Bidder or Offeror certifies by submission of Bid/Proposal that there has been no violation of copyrights or patent rights in manufacturing, producing, or selling the product or services shipped or ordered as a result of this Bid or Proposal. The successful Bidder or Offeror shall, at its own expense defend any and all actions or suits charging such infringement and will save the Authority, its officers, employees, and agents harmless from any and all liability, loss, or expense occasioned by any such violation.

6.17 **INVOICES:** Invoices for items ordered, delivered and accepted shall be submitted by the Contractor directly to the payment address shown on the purchase order/contract. All invoices shall show the IFB/RFP number and or purchase order number.

6.18 **DEFAULT:** In case of failure to deliver goods or services in accordance with the contract terms and conditions, the Authority after due oral and written notice, may procure them from other sources and hold the Contractor responsible for any resulting additional purchase and administrative costs.
6.19 **DELIVERY:** In the appropriate space, the Bidder or Offeror shall state the time of proposed delivery or project completion in number of calendar days. Unless otherwise specified, calendar days shall be presumed. Unless otherwise specified, quote the earliest delivery possible as this may be considered a factor in making award. Delivery expressed in calendar days may be given preference over such general terms as "stock immediately" and "as soon as possible." As time will be of the essence for any orders placed as a result of this bid, the Authority reserves the right to cancel such orders or any part thereof, without obligation if delivery is not made at the time(s) specified on the bid form.

**PART VII - DELIVERY PROVISION**

7.1 **SHIPPING INSTRUCTIONS-CONSIGNMENT:** Unless otherwise specified in the solicitation of each case, crate, barrel, package, etc., delivered under the contract must be plainly stenciled or securely tagged, stating the Contractor's name, purchase order number, and delivery address as indicated in the order. Where shipping containers are to be used, each container must be marked with the purchase order number, name of Contractor, the name of the item, the item number, and the quantity contained therein. Deliveries must be made within the hours of 8:00 a.m. – 5:00 p.m. Deliveries at any other time will not be accepted unless specific arrangements have been previously made with designated individual at the delivery point. No deliveries will be accepted on Saturdays, Sundays and holidays unless previous arrangements have been made. It shall be the responsibility of the Contractor to insure compliance with these instructions for items that are drop shipped.

7.2 **RESPONSIBILITY FOR SUPPLIES TENDERED:** The Contractor shall be responsible for loss or damage to materials or supplies covered by the contract until they are delivered at the designated point, a physical inspection is made by the Authority and the material or supplies are accepted by the Authority. The Contractor shall bear all risk of loss or damage to rejected materials or supplies and for all materials and supplies prior to acceptance by the Authority. Rejected materials or supplies must be removed by and at the expense of the Contractor promptly after notification of rejection, unless public health and safety require immediate destruction or other disposal of rejected delivery. If rejected materials are not removed by the Contractor within ten (10) days after date of notification, the Authority may return the rejected materials or supplies to the Contractor at his or her risk and expense or dispose of them as its own property.

7.3 **TESTING AND INSPECTION:** The Authority reserves the right to conduct any test/inspection it may deem advisable to assure that of supplies and services conform to the specifications. Inspection and acceptance of materials or supplies will be made after delivery at destinations herein specified unless otherwise stated. If inspection is made after delivery at destination herein specified, the Authority will bear the expense of inspection except for the value of samples used in case of rejection. Final inspection shall conclusive except in regard to latent defects, fraud or such gross mistakes as to amount to fraud. Final inspection and acceptance or rejection of the materials or supplies will be made as promptly as practicable, but failure to inspect and accept or reject materials or supplies shall not impose liability on the Authority for such materials or supplies as are not in accordance with the specifications.

7.4 **COMPLIANCE:** Delivery must be made as ordered and in accordance with the solicitation or as directed by the Procurement Services Office when not in conflict with the bid/contract. The decision the Authority as to reasonable compliance with delivery terms shall be final. Burden of proof of delay in receipt of goods by the purchaser shall rest with the Contractor. Any request for extension of time of delivery from that specified must be approved by the Procurement Services Office, such extension applying only to the particular item or shipment affected. Should the Contractor be delayed by the Authority, there shall be added to the time of completion a time equal to the period of such delay caused by the Authority. However, the Contractor shall not be entitled to claim damages of extra compensation for such delay or suspension.

7.5 **POINT OF DESTINATION:** All materials shipped to the Authority must be shipped F.O.B. DESTINATION unless otherwise stated in the contract. The materials must be delivered to the "Ship To" address indicated on the purchase order.
7.6 REPLACEMENT: Materials or components that have been rejected by the Procurement Services Office, in accordance with the terms of the contract, shall be replaced by the Contractor at no cost to the Authority.

7.7 PACKAGING SLIPS OR DELIVERY TICKETS: All shipments shall be accompanied by packing slips or delivery tickets and shall contain the following information for each item delivered:

   a. purchase order number/contract number
   b. name of article and stock number
   c. quantity ordered
   d. quantity shipped
   e. quantity back ordered
   f. the name of the Contractor

Contractors are cautioned that failure to comply with these conditions shall be considered sufficient reason for refusal to accept the goods.

7.8 SAMPLES: Evidence in the form of samples may be requested if brand being quoted upon is other than as specified. The Authority reserves the right to request that such samples be furnished at the time of bid opening. The Authority also reserves the right to request samples after the date of bid opening. Requested samples must be furnished free of expense to the Authority and if not used in testing or destroyed, will, upon request, be returned at the Bidder’s or Offeror’s expense.

PART VIII - BIDDER/OFFEROR/CONTRACTOR REMEDIES

8.1 PROTEST OF AWARD OR DECISION TO AWARD/EXHAUSTION OF ADMINISTRATIVE PROCEEDING: Any protest must be made within three (3) days following posting of the bid/proposal award. Protest procedures are available from the Authority Procurement Services Department. Notice of decision or intended decision concerning a Bid or Proposal solicitation or award will be given by posting the Bid or Proposal tabulation or recommended award at the location where the Bid or Proposals were opened. The Bidder or Offeror must exhaust this administrative proceeding before bringing suit. Failure to file a protest within the time prescribed herein and to exhaust the remedy provided by the Authority for such bid protest shall constitute a waiver of the right to bring suit.

8.2 DISPUTES: In the case of any doubt or differences of opinion as to the items to be furnished hereunder, the decision of the Authority’s Procurement Agent shall be final and binding on both parties.

8.3 NO CONSEQUENTIAL DAMAGES: Consequential damages shall not be available to a Contractor for breach of contract by the Authority.

8.4 NO DAMAGES REMEDY TO OFFEROR OR BIDDER: An Offeror or Bidder who is unsuccessful shall not have a damages remedy as a result of the rejection of the Bid or Offer but shall be limited to the administrative remedies provided by the Authority and, after exhausting such remedies, the further remedy of declaratory relief or, in a proper case, injunction. Venue shall in all cases be in Osceola County, Florida.

8.5 PERSONAL PRONOUNS AND TERMINOLOGY. The personal pronouns, are used interchangeably regardless of sex and regardless of the legal status or identity of the entity or person to which the terms apply.

END OF SECTION 1
SECTION 2

2.0 INSTRUCTIONS TO BIDDER

2.1 PURPOSE
The Toho Water Authority is soliciting sealed competitive bids for the supply and delivery of disk filter units and ancillary items of type and quantity per specifications.

2.2 CLARIFICATION OF REQUIREMENTS
The deadline for submitting questions regarding clarification or interpretation of this solicitation is shown on the cover sheet. Requests will be addressed to procurement@tobowater.com in the Procurement Services Department in writing via email with the Solicitation Number and Title referenced in the subject line. Phone calls will not be accepted. However, unless modified by a written addendum issued by the Procurement Services department, the specifications and conditions contained herein stand as stated. Verbal communications are neither authoritative nor binding. Any verbal interpretation in conflict with these specifications as written should immediately be directed in writing to the Procurement Services Department. Any interpretation provided to any vendor in response to inquiries regarding this solicitation which may affect the outcome of this bid will be furnished in writing via addendum to all vendors on DemandStar at www.demandstar.com and on VendorLink at www.myvendorlink.com.

2.3 PRE-BID MEETING/SITE VISIT
Not applicable for this solicitation.

2.4 EXAMINATION OF BID DOCUMENTS
It is the responsibility of each Bidder before submitting a bid:

- To examine thoroughly the Bid Documents
- To study and carefully correlate the Bidder’s knowledge and observations of the Bid Documents and such other related data
- To promptly notify the Authority of all conflicts, errors, ambiguities or discrepancies which the Bidder has discovered in or between the Bid Documents and such other related documents or conditions.

2.5 BID OPENING AND INSTRUCTIONS FOR SUBMITTING BID

A. The deadline for submitting bids and the location for opening bids is shown on the cover sheet. Bids will be opened publicly and read aloud immediately following the deadline for submitting bids. No bid will be considered if it arrives after the scheduled due date and time. No exceptions will be made.

B. Each Bidder will submit one (1) original of the bid submittal. The submittal shall also include a copy on a CD or memory stick containing the entire bid formatted to be searchable with Microsoft software or Adobe PDF software.

C. All bids must be submitted in a sealed package(s) and date and time stamped by an Authority representative on or prior to the due date and time specified above. No other form of submission will be accepted (i.e., e-mail, facsimile, etc.). Bid packages must be identified on the outside as follows:

Solicitation No. and Title/Due Date
Name of Bidder
Street
City, State, Zip Code
Attn: Procurement Services

For convenience, a label to provide this information is included as an attachment to this solicitation.
D. Bids will be available for inspection during normal business hours in the Procurement Services Department within 30 days of the closing date, by appointment (Florida Statute 119.071(1) (b)).

E. A copy of the bid tabulation will be available on DemandStar at www.demandstar.com and on VendorLink at www.myvendorlink.com within thirty (30) days after bid opening.

2.8 SIGNATURE
The Bidder will sign the bid in the proper section with a manual signature of an authorized representative and will enter his title and date of the bid. Failure to properly sign the bid will invalidate the bid and it will not be considered for award. No erasures are permitted. If a correction is necessary, draw a single line through the entered figure and enter the corrected figure above it. Corrections must be initialed by the person signing the bid prior to submittal of the bid.

2.9 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 will, upon opening, constitute an irrevocable offer for a period of ninety (90) days to sell the Authority the goods or services set forth in the attached specification until one (1) or more of the bids have been duly accepted by the Authority.

2.10 RESERVED RIGHTS
The Authority reserves the right to accept or reject any and/or all bids, or any part thereof and/or to waive irregularities and technicalities. Also, the Authority reserves the right to accept all or any part of the bid and to increase or decrease quantities to meet additional or reduced requirements of the Authority. Any sole response received by the first submission date may or may not be rejected by the Authority depending on available competition and timely needs of the Authority. For each item or for all items combined, the bid of the lowest responsive, responsible bidder will be accepted, unless all bids are rejected.

To be responsive, a bidder will submit a bid that conforms in all material respects to the requirements set forth in the bid.

To be a responsible, a bidder will have the capability in all respects to perform fully the contract requirements, and the tenacity, perseverance, experience, integrity, reliability, capacity, facilities, equipment, and credit which will assure good faith performance. Also, the Authority reserves the right to make such investigation as it deems necessary to make this determination. Such information may include but will not be limited to: current financial statements; verification of availability of equipment and personnel, and past performance records.

2.11 CODE OF ETHICS
With respect to this bid, if any bidder violates or is a party to a violation of the Code of Ethics of the Authority per the Authority’s procurement regulations and/or the State of Florida per Florida Statutes, Chapter 12, Part III, 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 will be further disqualified from submitting any future bids for goods or services for the Authority.

2.12 SHAM OR COLLUSIVE BIDS
The bids of any bidder or bidders who engage in collusive bidding will be rejected. Any bidder who submits more than one bid in such a manner as to make it appear that the bids submitted are on a competitive basis from different parties will be considered a collusive bidder.

2.13 AWARD
Award will be made to the lowest responsive and responsible bidder within ninety (90) days after the bid opening. Unless canceled or rejected, a responsive bid from the lowest responsible bidder will be accepted as submitted. The Authority reserves the right to make an award in whole or in part at its discretion.
2.14 RE-AWARD
If for some reason the awarded vendor cannot fulfill the bid requirements, a letter of cancellation will be sent and that vendor will be removed from the bid. The Authority will then either contact the next vendor in line to see if they are still interested in an award of the bid to replace the cancelled vendor. The Authority reserves the right to re-bid.

2.15 NOTICE OF AWARD
Public notice of award will be posted in the Procurement Services Department’s Bid Announcement Binder located at the address shown on the cover sheet. Notice of award will also be posted on DemandStar at www.demandstar.com and on VendorLink at www.myvendorlink.com.

2.16 BID FORM
No bid will be considered unless it is submitted upon the Bid Form supplied for this project. The blank spaces in the Bid Form will be filled in correctly and completely for each and every item for which a description is given. All names must be typed or printed on or below the signature.

Where prices are requested, the Bidder must state the price(s) for which he proposes to do each part of the work contemplated, and the total amount for all parts included in any or all of the combinations of the work. The Bid Form must be completed and signed by an agent who is fully authorized to bind the individual submitting the offer to sell, to the terms, conditions, and specifications contained herein, as well as any addenda to this solicitation.

2.17 ADDENDA TO THE SOLICITATION
A. The Authority reserves the right to amend this solicitation at any time prior to the deadline for submitting Bids or Proposals. If it becomes necessary to revise any part of this solicitation, notice of the revision will be posted on DemandStar at www.demandstar.com and on VendorLink at www.myvendorlink.com. If, in the opinion of the Procurement Services Agent, the deadline for the submission of proposals does not provide sufficient time for consideration of any Addendum, then such deadline may be extended at the discretion of the Authority.

B. It will be the responsibility of each Bidder to contact the Procurement Services contact identified on the cover page to this solicitation prior to submission of a bid or proposal hereunder in order to determine whether any addenda have been issued in connection with this procurement. Notwithstanding any provision to the contrary, the failure of any Bidder to receive any addenda will neither constitute grounds for withdrawal of its proposal nor relieve such Bidder from any responsibility for incorporating the provisions of any addenda in its proposal.

2.18 RECEIPT OF ADDENDA
Receipt of any addenda issued will be acknowledged on the addenda and returned with Bid. Failure to acknowledge your receipt of any addenda may result in your bid being considered non-responsive.

2.19 LATE BIDS
Bids or unsolicited amendments to bids arriving after the closing date and time will not be considered. Bids received after the bid submission deadline will be returned to the Bidder unopened providing that sufficient bid identification information is shown on the outside of the bid envelope.

2.20 BID PRICES
In the event there is a discrepancy between the unit prices and the extended totals, the unit prices will govern. In the event there is a discrepancy between the prices written in words and written in figures, the prices written in words will govern. In case of error in the Bidder’s extended summation, the computed total of the Authority will govern. The total amount of the summation of Bid extension will be the basis of awarding the contract to the lowest responsible Bidder.

Should the lowest responsible bid exceed the funds budgeted for the project, the Authority reserves the right to negotiate with the lowest responsive and responsible Bidder in the best interest of the Authority.
2.21 CONTRACTUAL AGREEMENT
An agreement will not be required. A purchase order will be issued for this item.

2.22 DISCLOSURE OF BID CONTENT
All material submitted becomes the property of the Authority and may be returned only at the Authority’s option. The Authority has the right to use any or all ideas presented in any reply to this Bid. Selection or rejection of any Bid does not affect this right.

The Authority is governed by the Public Record Law, Chapter 119, Florida Statutes. Only trade secrets as defined in Section 812.081(1)(c), Florida Statutes or financial statements required by the Authority as defined in 119.071(1)(c), Florida Statutes (hereinafter “Confidential Materials”), may be exempt from disclosure. If a respondent submits Confidential Materials, the information must be segregated, accompanied by an executed Non-Disclosure Agreement for Confidential Materials, and each pertinent page must be clearly labeled “confidential” or “trade secret.” The Authority will not disclose such Confidential Materials, subject to the conditions detailed within the Agreement, which is attached to this solicitation. When such segregated and labeled materials are received with an executed Agreement, the Authority will execute the Agreement and send the respondent a “Receipt for Trade Secret Information.”

2.23 ASSIGNMENT
The successful Bidder will not be permitted to assign its contract with the Authority, or to subcontract any of the work requirements to be performed, without obtaining prior written approval from the Authority.

END OF SECTION 2
SECTION 3

3.0 SCOPE OF SERVICES AND RELATED (TECHNICAL) REQUIREMENTS

3.1 SPECIFICATIONS/SCOPE OF SERVICES

The Toho Water Authority is soliciting sealed competitive bids for the supply and delivery of Aqua-Aerobics Systems, Alfa Laval Ashbrook Simon-Harley, Five Star Filtration, or Kruger disk filter units and ancillary items of type and quantity per specifications for the Sandhill Water Reclamation Facility located at 8200 Sand Hill Road, Kissimmee, Florida 34747. The Specifications, including the Scope of Work and Plans, are attached as Exhibits 1 and 2 to this solicitation. Installation will be performed by others. Awarded Contractor must coordinate with installer and the Authority to perform field testing to verify satisfactory installation, attend startup, and provide training and as detailed in the Specifications and Scope of Work.

Award will be to the lowest bidder based on total cost of ownership. Total cost of ownership will be calculated by adding bid price for disk filters plus the price of construction. Further details will be provided in an addendum.

Conditions

This document describes certain minimum specifications that the Authority has determined are necessary, and the Bidder is required to furnish units which meet or exceed each item. The Bidder shall provide a copy of the manufacturer’s specifications to verify that the item offered meets bid specifications.

Transportation and Packing

Prices quoted shall be net, including transportation and delivery charges fully prepaid by the seller, F.O.B. Destination. No additional charges will be allowed for packing, packages, or partial delivery costs. By submitting their bids, all bidders certify and warrant that the price offered for F.O.B. Destination includes the actual freight rate costs at the lowest and best rate and is based upon actual weight of the goods to be shipped. Standard commercial packaging, packing, and shipping containers shall be used, except as otherwise specified herein.

Shipping Terms: FOB Destination, Freight Included

Destination: Sandhill Water Reclamation Facility, 8200 Sand Hill Road, Kissimmee, Florida 34747

Delivery: Between 7:00 a.m. – 2:00 p.m. Monday – Friday (Note: Please call George Eversole at 407-944-5025 and Alfredo Smith at 407-944-5079 at least 72 hours prior to delivery.)

END OF SECTION 3
SECTION 4

4.0 SPECIAL TERMS AND CONDITIONS

4.1 PRECEDENCE IN TERMS
In the event of a conflict, the Special Terms and Conditions will take precedence.

4.2 ALTERNATE BIDS NOT ACCEPTED
If two different bids are included in a single envelope, both will be rejected at the bid opening.

4.3 INCURRED EXPENSES
This solicitation does not commit the Authority to award a contract, nor will the Authority be responsible for any cost or expense which may be incurred by the bidder in preparing and submitting the Submittal called for in this solicitation, or any cost or expense incurred by the bidder prior to the execution of a contract agreement.

4.4 BANKRUPTCY / INSOLVENCY
At the time of bid submittal, the Successful bidder will not be in the process of, or engaged in, any type of proceedings in insolvency or bankruptcy, either voluntary or involuntary, or in receivership proceedings. If the Successful bidder is awarded a contract for six (6) months or longer, and files for bankruptcy, insolvency, or receivership, the Authority may, at its option, terminate and cancel said contract, in which event all rights hereunder will immediately cease and terminate.

4.5 INDEPENDENT CONTRACTOR STATUS AND COMPLIANCE WITH THE IMMIGRATION REFORM AND CONTROL ACT OF 1986
The Contractor is and will remain an independent Contractor and is neither agent, employee, partner, nor joint venture of the Authority. Contractor acknowledges that it is responsible for complying with the provisions of the Immigration Reform and Control Act of 1986, located at 8 U.S.C. 1324 et. Seq., and regulations relating thereto, as either may be amended from time to time. Failure to comply with the above provisions will be considered a material breach and will be grounds for immediate termination of the contract, at the discretion of the Authority.

4.6 INVOICE/PAYMENT
Invoices for payment will be emailed to the Toho Water Authority at accounts payable@tohowater.com.

The Contractor will submit invoices upon acceptance by the Authority. Invoices will include, but are not limited to, the following:
- Contractor’s name
- Contractor’s address and phone number
- The Authority’s Purchase Order Number and Contract Number
- Date of delivery
- Itemized description and pricing for the delivery of the chemical

The Authority will endeavor to make a payment on a correct invoice within thirty (30) days after receipt of an invoice acceptable to the Authority.

4.7 CERTIFICATE OF INSURANCE
Before performing any contract work, the Successful Bidder will procure and maintain, during the life of the contract unless otherwise specified, the insurance listed below. The policies of insurance will be primary and written on forms acceptable to the Authority and placed with insurance carriers approved and licensed by the Insurance Department in the State of Florida and meet a minimum financial AM Best Company rating of no less than “A – Excellent: FSC VII.” No changes are to be made to these specifications without prior written specific approval by the Authority’s Procurement Services Department.
A. **Worker’s Compensation:** The Successful bidder will provide Worker’s Compensation coverage for all employees at the site location and in case any work is subcontracted, will require the successful Offeror to provide Worker’s Compensation for all his employees. The limits will be statutory for Worker’s Compensation and $1,000,000.00 for Employer’s Liability.

B. **Comprehensive General Liability:** The Successful bidder will provide for all operations including, but not limited to Contractual and Products Completed Operations. The limits will not be less than $1,000,000.00.

C. **Comprehensive Automobile Liability:** The Successful Offeror will provide coverage for all owned and non-owned vehicles for limits not less than $1,000,000.00.

D. **Umbrella Liability:** The Successful bidder will provide an umbrella in excess to the coverage in paragraphs B and C of not less than $1,000,000.00.

E. **Hazardous Materials Insurance:** For the purpose of this section, the term “hazardous materials” includes all materials and substances that are now designated or defined as hazardous by Florida or Federal law or by the rules and regulations of Florida or any Federal Agency. If the work being performed involves hazardous materials, the need to procure and maintain any or all of the following coverage will be specifically addressed upon review of exposure. However, if hazardous materials are identified while carrying out this contract, no further work is to be performed in the area of the hazardous material until the Authority has been consulted as to the potential need to procure and maintain any or all of the following coverage through an addendum to the contract.

The Authority will retain the right to review, at any time, coverage from, and amount of insurance. The procuring of required policies of insurance will not be construed to limit the Contractor liability or to fulfill the indemnification provisions and requirements of this Contract. The Contractor will be solely responsible for payment of all premiums for insurance contributing to the satisfaction of this Contract and will be solely responsible for the payment of all deductibles and retentions to which such policies are subject, whether or not the Authority is an insured under this policy.

Contract award will be subject to compliance with the insurance requirements. Certificates of insurance evidencing coverage and compliance with the conditions to this Contract, and showing the Authority’s proposal number, if any, description of work, and copies of all endorsements, are to be furnished to the Authority’s Procurement Services Department prior to commencement of work and a minimum of ten (10) calendar days after the expiration of the insurance contract when applicable. All insurance certificates will be received by the Authority’s Procurement Services Department before the Contractor will commence or continue to work.

All policies required by this Contract, with the exception of Professional Liability and Workers’ Compensation, or unless specific approval is given by the Authority, are to be written on an occurrence basis, and will name the Authority as additional insured as their interest may appear under this Contract.

### 4.8 RIGHT TO REQUIRE PERFORMANCE

The failure of the Authority, at any time, to require performance by the bidder of any provision thereof will in no way affect the right of the Authority thereafter to enforce same, nor will waiver by the Authority of any breach of any provision thereof be taken or held to be a waiver of any succeeding breach of such provision or as a waiver of any provision itself.

In the event of failure of the bidder to deliver services in accordance with the contract terms and conditions, the Authority, after due written notice, may procure the service from other sources and hold the bidder responsible for any resulting additional purchase and administrative costs. This remedy will be in addition to any other remedies that the Authority may have.
4.9 ESTIMATED QUANTITIES
Quantities given represent the best estimate for use, and will be the basis for award. However, these quantities are not intended to represent actual requirements, which are not known at this time and may vary during the term of this contract. The Authority does not guarantee a minimum total purchase. Furthermore, the requirements of the Authority may exceed best estimates, and the Contractor will provide for such requirements to the extent they are reasonable.

END OF SECTION 4
SECTION 5

5.0 SUBMITTAL FORM REQUIREMENTS (submit in following order):

A. One (1) original of completed, executed Bid Form & all required documents (use attached forms), plus a complete submittal in searchable PDF format on CD or memory stick.

B. Any addenda issued subsequent to the release of this solicitation must be signed and returned with the firm’s bid. Failure to return signed addenda may be cause for the Bid to be considered non-responsive.

C. Drug Free Workplace Certification, if applicable

END OF SECTION 5
Have you supplied all the Submittal Requirements outlined below?

- One (1) original of completed, executed Bid Form & all required documents (use attached forms), plus a complete submittal in searchable PDF format on CD or memory stick
- Any addenda pertaining to this solicitation
- Drug Free Certification, if applicable
- Certificate(s) of Insurance (evidencing required coverage)
- Product Specifications Brochures

<table>
<thead>
<tr>
<th>ITEM</th>
<th>DESCRIPTION</th>
<th>UNIT COST</th>
<th>QTY.</th>
<th>EXTENDED COST</th>
</tr>
</thead>
<tbody>
<tr>
<td>A1.</td>
<td>Cloth Media Filter Units, Controls, and all Ancillary Items (Manufacturer A, B, or C)* -OR-</td>
<td>$ 290,593.33</td>
<td>3</td>
<td>$ 871,780.00</td>
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<tr>
<td>A2.</td>
<td>Cloth Media Filter Units, Controls, and all Ancillary Items (Manufacturer D)*</td>
<td>$ 4,320.00</td>
<td>4</td>
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<td>B.</td>
<td>Spare Parts</td>
<td>$ 4,500.00</td>
<td>Lump Sum</td>
<td>$ 4,500.00</td>
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<tr>
<td>C.</td>
<td>Startup Services</td>
<td>$ 4,500.00</td>
<td>Lump Sum</td>
<td>$ 4,500.00</td>
</tr>
<tr>
<td>D.</td>
<td>Training Services</td>
<td>$ 3,000.00</td>
<td>Lump Sum</td>
<td>$ 3,000.00</td>
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<tr>
<td>E.</td>
<td>Project Documentation and Manuals</td>
<td>$ 1,000.00</td>
<td>Lump Sum</td>
<td>$ 1,000.00</td>
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<tr>
<td></td>
<td><strong>TOTAL BASE BID:</strong></td>
<td></td>
<td></td>
<td>$ 884,600.00</td>
</tr>
</tbody>
</table>

*NOTE: Submit price for either A1 (Aqua-Aerobics Systems, Alfa Laval Ashbrook Simon-Harley, and Five Star Filtration) OR A2 (Kruger), not for both.

Manufacturer and Model # offered: Five Star Filtration Model 9D84D-SS

Bid price of listed item will be held firm for a period of ninety (90) days from the date of award.

Provide Submittals: 10 Calendar days after PO receipt

Delivery of All Materials: 84 Calendar days after receipt of approved submittals

(Signature page follows)
IF THE EQUIPMENT OFFERED HAS AN EXCEPTION FROM THE SPECIFICATIONS LISTED HEREIN, PLEASE DESCRIBE ON THE NEXT PAGE, LISTING EACH ITEM INDIVIDUALLY. ATTACH ADDITIONAL SHEET, IF NECESSARY.

The Authority reserves the right to require additional supporting documentation to the degree it feels necessary to determine the acceptability of any unit proposed.

Failure of the Bidder to provide pricing for all unit-priced items and/or the Base Bid and ALL requested additive/deductive bid items, or alternate bids, may be cause for rejection of the bid as non-responsive.

Management /Sales Representative:

Name: Greg Chomic  Title: President
Company Name: Heyward Florida, Inc.
Address: 415 Country Club Drive
City: Winter Park  State: Florida  Zip: 32789
Phone: 407-948-0332  Fax:  Email: gchomic@heywardfl.com

☒ We do not take exception to the Specifications/Scope of Services
☐ We take exception to the Specifications/Scope of Services as follows:

The Authority reserves the right to reject any or all bids, to waive informalities, and to accept all or any part of any bid as they may deem to be in the best interest of the Authority.

The Undersigned Agrees:

A. To accept the stipulation of all Terms and Conditions and Specifications including delivery and other provisions.  
B. To enter into and execute a Contract if awarded on the basis of this Bid.  
C. To accomplish the work in accordance with the Bid documents and Specifications.

Company Name: Five Star Filtration LLC

Address: 13639 Poplar Circle, Suite 102
City: Conroe  State: Texas  Zip: 77304
Print Name: Jason R. Stevens  Title: Project Manager
Telephone: 936-588-5033  Fax:  Email: jason@5starfiltration.com
Federal Tax ID: 30-0376342
Signature:  Date: March 24, 2020

END OF SECTION 6
IDENTICAL TIE BIDS

Preference will be given to businesses with drug-free workplace programs. Whenever two or more bids which are equal with respect to price, quality, and service are received by the state or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program will be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business will:

1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2) Inform employees about the dangers of drug abuse in the workplace, the business’s policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).

4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than 5 days after such conviction.

5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee’s community by, any employee who is so convicted.

6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.
To: All Proposers
From: Terry Park, Procurement Services
Subject: IFB-20-072 Supply and Delivery of Disk Filters for the Sandhill WRF
Date: March 11, 2020

This addendum is issued to provide additional information, clarification, corrections, additions, deletions and/or to answer questions concerning the above referenced solicitation. All information provided in this addendum is incorporated into the solicitation document as if set forth therein. All other parts of the IFB have been maintained as originally distributed. This addendum supersedes any verbal or other instructions given to any bidder qualified to respond pursuant to the requirements set forth in this Invitation for Bid document.

I. QUESTIONS AND ANSWERS:

1) Question: Please advise as to when the addendum will be issued per Section 3.1, Specifications/Scope of Services.

   Answer: Section 3.1, Specifications/Scope of Services, is hereby amended to remove the following paragraph:

   "Award will be to the lowest bidder based on total cost of ownership. Total cost of ownership will be calculated by adding bid price for disk filters plus the price of construction. Further details will be provided in an addendum."

   The bid will be awarded to the lowest responsive and responsible bidder.

2) Question: We are reviewing the documents and would like to request three additional business days to submit questions?

   Answer: The deadline for questions has been changed to Monday, March 16, 2020 at 12:00 p.m. (noon).

(Signature page follows)
II. DATE:

The due date remains unchanged. Tohopekaliga Water Authority (TWA) will receive sealed Bids from Prospective Bidders until 2:00 PM on Tuesday, March 24, 2020.

Acknowledgment is hereby made of Addendum #1.

[Signature]

Co. File

Date: 3/24/2020
To: All Proposers  
From: Terry Park, Procurement Services  
Subject: IFB-20-072 Supply and Delivery of Disk Filters for the Sandhill WRF  
Date: March 18, 2020

This addendum is issued to provide additional information, clarification, corrections, additions, deletions and/or to answer questions concerning the above referenced solicitation. All information provided in this addendum is incorporated into the solicitation document as if set forth therein. All other parts of the IFB have been maintained as originally distributed. This addendum supersedes any verbal or other instructions given to any bidder qualified to respond pursuant to the requirements set forth in this Invitation for Bid document.

I. QUESTIONS AND ANSWERS:

1) Question: Re: "Provide warranty as specified in General Conditions" - Please modify warranty time frame to be tied to equipment delivery as this would be the only project timeline occurrence within the control of any filter supplier. It is recommended that the verbiage be worded as "18 months from delivery or 1 year from beneficial use, whichever occurs first" for the warranty time period.

Answer: Modify Section 11366B 1.05 A. as follows:

Provide warranty as specified in General Conditions. Manufacturer shall provide one (1) year non-prorated warranty for all portions of the project. The one (1) year non-prorated warranty shall cover all necessary labor, equipment and replacement parts resulting from faulty or inadequate equipment design, improper assembly or erection, defective workmanship and materials, leakage, breakage or other failure of all equipment and components by the manufacturer. The non-prorated warranty shall commence upon successful start-up testing and owner acceptance of beneficial use of all equipment.

2) Question: Re: "Tank Construction" - Please add a requirement for each filter unit to include a cover made of either GRP or stainless steel. The filters will be installed outdoors. As a result, covers are important to: 1) prevent contamination of filtered water from outside debris; 2) prevent an abundance of filter flies; 3) prevent algae growth in the tanks; 4) prevent UV
degradation of the filter media and equipment within the tank. This requirement is recommended to provide the plant with optimal operation of the filters.

**Answer: Modify Section 11366B 1.07 A. as follows:**

3. All disk filter tanks shall be provided with a glass reinforced plastic (GRP), fiberglass reinforced plastic (FRP) or 304 Stainless Steel cover. The cover shall be hinged and provide an opening of sufficient size to allow for the removal of the largest filter component without requiring the removal of the entire cover.

3) Question: Re: “Field Testing” Specifications - Please answer the following questions to clarify the responsibilities of the Manufacturer during the performance test:

1. Manufacturer shall provide on-site attendance at the guaranteed performance test as specified herein.
2. Guaranteed Performance Testing:
   b.1) Test Duration: Run performance tests for a minimum of five (5) continuous days each and must meet the performance requirements on a 24-hour average daily basis.
   d. Each filter shall demonstrate thirty (30) days of continuous, defect-free operation prior to final acceptance."

A. Specifically, how long is the intended duration of the performance test?

B. Item 2.b.1) mentions 5 days each, while item 2.d mentions 30 days of operation. Is the testing to be conducted for a total of 5 days for the full system?

C. How many total days does the manufacturer's representative need to be on site during the performance test?

D. Is it acceptable for the manufacturer's representative to be onsite for only 8 hours each day?

**Answer: Modify Section 11366B PART 2 D. as follows:**

1. Manufacturer shall provide on-site attendance at the guaranteed performance test as specified herein for, as a minimum, the 5-day performance testing and for a minimum of 8 hours per day.
2. Guaranteed Performance Testing:
   a. Disk filter units to reach steady state and resolve any installation issues prior to initiate the testing.
   b. During tests, observe and record influent and effluent flow rates, influent and effluent TSS (mg/L), effluent turbidity (NTU), hydraulic loading rate (gpm/sf), maximum solids loading rate (ppd/sf), TSS removal (ppd), backwash rate (gpm) and backwash duration. Results shall meet the performance data herein specified.
   c. Twenty four (24) samples of the above mentioned parameters shall be taken each day during performance testing. Samples shall be taken from mid-depth of the filter influent and effluent boxes.

1) Test Duration: Run performance tests for a minimum of five (5) continuous days each and must meet the performance requirements on a 24-hour average daily basis.
   c. Collect and analyze for TSS and turbidity to and from each disk filter unit and in the backwash every 6 hours (total 4 composite samples per 24 hours) for a minimum of five (5) continuous days.
   d. Manufacturer shall provide the daily available data to the Engineer. Contractor shall hire an independent laboratory and shall be responsible for costs of labor, material, sampling and analysis for the testing. A correlation shall be established by the Engineer between the TSS and turbidity measurements based on the data collected during the initial 5-day testing.
   e. TSS measured in the backwash shall be used to prove TSS removal.
   f. The common online turbidity analyzer installed at the chlorine contact chamber pre-disinfection will be used for continuous turbidity monitoring and recording throughout the 30-day of continuous testing.
   g. The maximum peak hydraulic loading (gpm/sf) defined in the Performance Data Table shall be maintained during the testing for at least 5 days, for each unit, during the thirty (30) days of continuous testing.
   h. The disk filter system shall be deemed to pass the performance test when 100% of the collected samples meet the maximum effluent TSS requirement defined in Performance Data Table.
   i. Each filter shall demonstrate thirty (30) days of continuous, defect-free operation prior to final acceptance.
j. Manufacturer to immediately correct or replace all defects or defective equipment revealed by or noted during tests at no additional cost to the Owner.

k. After any replacements or corrections are made to the filter units, the performance testing shall commence and be conducted again for the entire 30-day duration. Manufacturer shall pay for all costs of labor, material, sampling and analysis for the retesting.

4) Question: Re: “Guaranteed Performance Testing: a. During tests, observe and record influent and effluent flow rates, influent and effluent TSS, hydraulic loading rate (gpm/sf), maximum solids loading rate (ppd/sf), TSS removal (ppd), backwash rate (gpm), and backwash duration. Results shall meet the performance data herein specified.” - Please clarify who will be responsible for collecting the data and the samples and for having the samples analyzed. Please clarify if this will the responsibility of the owner and/or contractor and not the supplier of the filter as this is typical of filter performance testing to optimize logistics and costs.

Answer: Modify Section 11366B PART 2 D. as follows:

2.f. If, in the opinion of the Engineer, the test results do not meet the performance requirements, the Owner or his designated representative shall notify the Contractor in writing of the non-acceptable performance. In the case of non-acceptable performance, the Manufacturer shall then have fifteen (15) days in which to perform, at his expense, any supplemental testing, equipment adjustments, changes, or additions and request additional retest of the non-acceptable system. The Contractor shall notify the Engineer 5 days prior to the commencement of the retest.

6. Data collection and cost of all laboratory tests shall be borne by the Contractor. Any retesting cost shall be borne by the Manufacturer.

5) Question: Reference Drawing E06, Control Panel Locations: In lieu of that shown in the drawings, we suggest mounting the control panel directly on the filters as this is our standard approach. Please confirm if this is acceptable.

Answer: Not acceptable. The control panels shall be provided with a free-standing floor-mounted enclosure.
6) Question: Reference Drawing M01, General: The drawing conflicts with what is specified in Section 11366B, which indicates an overflow system is required, but is not shown on the drawings. Please confirm the drawing is correct and an internal overflow slot into the effluent chamber is required.

Answer: Modify Section 11366B PART 1 as follows:

1.03 B. 2.
  c. Overflow Weir Elevation
  d. Overflow Outlet Centerline Elevation

1.07 DISK FILTER CONSTRUCTION
C. Overflow System
  1. The manufacturer shall provide an overflow system on each filter.
  2. The purpose of the overflow system is to allow unfiltered flow to be bypassed, around or diverted from each filter that is malfunctioning or overloaded.

7) Question: Reference Section 11366B 1.07.A.1, "Tank shall have a minimum thickness of 1/4 inch." Based on the unit specified in 1.03.C, please confirm our standard 10 gauge thickness is acceptable for this application.

Answer: Proposed change not acceptable.

8) Question: Reference: Section 11366B 1.07.C.2, "Completely fill out a Motor Data Sheet, as specified in Section 16150, for every motor furnished." The motor data sheet referenced was not provided in Section 16150 of the contract documents. Please provide the required sheet.

Answer: Modify Section 11366B 1.07.C.2 as follows:

Completely fill out a Motor Data Sheet, as specified in Section 16150, for every motor furnished.

9) Question: Reference: Section 11366B 1.07.F.1, "Type 316 stainless steel ball valves or butterfly valve manufacturer standard." Because of fouling that can be caused by stringy material, we request that non full port valves such as butterfly valves or plastic valves shall not be acceptable. Please remove the option for butterfly valves in this section.
Answer: Modify Section 11366B 1.07.F.1. as follows:

Type 316 stainless steel ball valves or butterfly valve manufacturer standard rectangular full port ball or plug valves.

10) Question: Reference Section 11366B 1.07.l.1.o, “All instruments and equipment including the control panel shall be shipped loose for field mounting and wiring by the contractor.”: This requirement is based on concrete filter units. Please confirm that instrumentation and j-boxes mounted at the factory is acceptable and revise the paragraph accordingly.

Answer: Modify Section 11366B 1.07.l.1.o as follows:

All instruments and equipment including the control panel shall be shipped loose for field mounting and wiring by the contractor or factory mounted and wired. All factory wiring and installation shall meet the requirements of Division 16.

11) Question: Reference Section 15050 1.04.E.4, “Design equipment anchorage, supports...seismic load specified in contract.”: Please confirm seismic load calculations are required as they are not included or referenced elsewhere in the documents.

Answer: Modify Section 15050 1.04.E.4. as follows:
Design equipment anchorage, supports, and connections for dead load, running loads, loads during start-up, seismic load specified in contract documents, and other loads as required for proper operation of equipment.

II. DATE:

The due date has been changed. Tohopekaliga Water Authority (TWA) will receive sealed Bids from Prospective Bidders until 2:00 PM on Thursday, March 26, 2020.

Acknowledgment is hereby made of Addendum #2.

Signature of Proposer

Date

Cc: File
# Certificate of Liability Insurance

**Producer**

FOX INSURANCE  
100 COMMERCIAL CIR. BLD A  
CONROE, TX 77304  
936 539 9487

**Insured**

FIVE STAR FILTRATION LLC  
JAY STEVENS  
35 WELLINGTON LN CONROE, TX 77304  
12321 HWY 105 W STE 205  
Conroe, TX 77304

**Insurers Affording Coverage**

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<tr>
<th>Insurer A</th>
<th>Insurer B</th>
<th>Insurer C</th>
<th>Insurer D</th>
<th>Insurer E</th>
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<td>Travelers Commercial Auto</td>
<td>Texas Mutual</td>
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## Coverages

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. Aggregate Limits Shown May Have Been Reduced by Paid Claims.

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<th>LETTER</th>
<th>TYPE OF INSURANCE</th>
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## Description of Operations / Locations / Vehicles / Exclusions Added by Endorsement / Special Provisions

Certificate Holder is also Listed Additional Insured:

**Certification Holder**

Procurement Services Department  
Toho Water Authority  
1628 S. John Young Pkwy.  
Kissimmee, FL. 34741

**Cancellation**

Should Any of the Above Described Policies Be Cancelled Before the Expiration Date Thereof, the Issuing Insurer Will Endeavor to Give 30 Days Written Notice to the Certificate Holder Named to the Left, But Failure to Do So Shall Not Impose No Obligation or Liability of Any Kind Upon the Insurer, Its Agents or Representatives.

Authorized Representative

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March 24, 2020

TO: TOHO WATER AUTHORITY PROCUREMENT SERVICES
1628 S. John Young Pkwy.
KISSIMMEE, FL 34741
ATTN: TERRY PARK

Reference: BID TITLE: Supply and Delivery of Disk Filters for Sandhill WRF
BID NUMBER: IFB-20-072
Five Star Filtration Proposal 3110-129 r1

Gentlemen,

We appreciate the opportunity to provide this proposal for the Five Star Filtration Disk Filter. The Five Star Disk Filter is a CA Department of Health Services Certified Title 22 product utilizing the latest developments in the continuous cloth media filtration market. The benefits from this design are numerous and easily realized.

Five Star Filtration, is pleased to offer three (3) 304 stainless steel tank mounted units. The units will be Five Star Disk Filter Model FSDF-9D84D-SS. The equipment will be furnished assembled in a 304 stainless steel tank that will be mounted on a concrete foundation. Only electrical hookup and final plumbing to the filter is required in the field.

**Description of Operation**

The Five Star Disk Filter Model FSDF-9D84D-SS utilizes an outside-in flow pattern, and a stationary disk to minimize mechanical requirements of the system. The disk modules are designed for easy removal without the need to dewater the tank or take the system offline. All components of the system are constructed from corrosion resistant materials that have been designed for continuous operation.

The flow enters the tank through the influent nozzle and distribution trough. As the water passes through the cloth material, it enters into the core of each disk module. The water exits each disk through one filtrate line located on the top of the disk. This line passes the filtrate to the filtrate collection trough. During the normal filtration process, the entire filter is in a static mode. As the filter cloth collects solids on the outer surface, headloss across the media gradually increases to a set point elevation in the tank. At this point, the backwash cleaning system energizes in a set sequence of cleaning operations.
Influent will continue to be processed during the backwash cleaning cycle, allowing for continuous filtration, 24 hours per day.

The backwash cleaning system is controlled by an Allen Bradley MicroLogix 1400 PLC operating system furnished with the filter equipment. The cleaning mechanism will have minimal contact with the filter cloth. This reduces solids being forced into and through the cloth or unnecessary wear to the cloth. Each filter cloth is removable from the tank and replaceable in the field while the filter remains in operation.

Based on the requirements, the filter system will be designed as follows:

<table>
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<tr>
<th>Requirement</th>
<th>Specification</th>
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<tbody>
<tr>
<td>AADF Flow Rate</td>
<td>4,167 gpm (6 MGD)</td>
</tr>
<tr>
<td>PHF Flow Rate</td>
<td>10,833 gpm (15.6 MGD)</td>
</tr>
<tr>
<td>Class I Reliability Flow Rate</td>
<td>8,125 gpm (11.7 MGD)</td>
</tr>
<tr>
<td>Total filter area available</td>
<td>1,944 ft²</td>
</tr>
<tr>
<td>Filter Area flow rate AADF Flow Rate</td>
<td>2.14 gpm/ ft²</td>
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<tr>
<td>Filter Area flow rate PHF Flow Rate</td>
<td>5.57 gpm/ ft²</td>
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<tr>
<td>Filter Area flow rate Class I Reliability (1 unit offline)</td>
<td>6.27 gpm/ ft²</td>
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<tr>
<td>Maximum Influent to Filters</td>
<td>&lt; 20 mg/l TSS</td>
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<tr>
<td>Average Influent to Filters</td>
<td>&lt; 10 mg/l TSS</td>
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<tr>
<td>Monthly Average TSS</td>
<td>5 mg/l TSS</td>
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</table>

Filtration will be accomplished within three (3) 304 stainless steel tanks with nine (9) filter disk modules in each.

**Items Furnished by Five Star Filtration**

**Each** of the proposed Five Star Disk Filters will be complete and include the following:

1. filter tank (¾” 304 stainless steel)
2. filter disk modules (304 stainless steel) with filter grid and cloth media
3. center vacuum tube assembly complete with eighteen (18) vacuum shoes
4. backwash pumps designed for 650 gpm at 15' TDH consisting of an externally mounted centrifugal pump on base plate with a 5 HP 460 volt, 60 Hz., 3-phase, (2) electric actuated backwash ball valves and one (1) electric actuated sludge draw/drain ball valve.
5. 0.75 HP drive unit with 460 volt, 60 Hz, 3-phase, polyethylene drive sprocket, nylon chain with stainless steel link pins and guards
6. "UL Listed" control panel with PLC in a NEMA 4X (316SS) enclosure with 460 volt, 60Hz, 3-phase power to include but not limited to main disconnect circuit breaker, GFI receptacle, terminal blocks, motor starters for pumps and drives, pilot lights, 10” HMI. (1) Submersible liquid level transmitter (1) float
7. disk isolation valves
8. aluminum rolling cover
Spare Parts:
(1) Backwash/waste ball valve and actuator
(1) Spare cloth to cover 100% of one disk

Items Furnished by Others
Concrete foundation per manufacturer's dimensional design
Equipment unloading and installation including plumbing and electrical from all furnished components to filter control panel enclosure including conduit
Influent, final filtrate, overflow, and backwash piping from the filter to the backwash pumps and the discharge from the pumps on to the discharge point
316SS anchor bolts
Access platforms, stairs, and handrails

Price
The PRICE for three (3) FSDF-9D84D-SS with nine (9) disks installed is:
$ 884,600.00 USD
This price is FOB shipping point. FREIGHT allowed to jobsite.

Startup Supervision, Operator Training and Field/Performance Testing Services
The price of this proposal INCLUDES installation inspection, filter startup supervision and operator training consisting of one (1) trips and four (4) days onsite. Five Star will provide the additional time onsite for observance of the “Performance Testing” as detailed in Addendum #2, Question/Answer #3; dated March 18, 2020. Additional services can be provided in accordance with the attached form “SERVICE TERMS”.

Equipment Delivery
Submittal documents for approval will be available within 10 days after receipt of purchase order. Shipment of equipment is estimated at 10 to 12 weeks after approval of submittals and release to fabricate is received in writing from the contractor/engineer.

General Information
Five Star Filtration Service Terms, and Warranty Statements are attached and apply, unless stated otherwise in this proposal.
Five Star Filtration prices do not include sales, use, excise, or other similar taxes, and all such taxes will be paid by the purchaser at the commencement of the contract.

**Time of Acceptance**

This proposal is valid for a period of thirty (30) days from the date of this proposal unless extended in writing by Five Star Filtration, LLC.

Sincerely,
FIVE STAR FILTRATION

[Signature]

Jason R Stevens
Project Manager

Attachments: ST&C, Service Terms, Warranty Statement
Five Star 9D84D-SS GA

Cc: Greg Chomic – Heyward-Florida, Inc.
SERVICE TERMS

1. Rates
Service rates are as follows per 8-hour man-day during normal working hours:

<table>
<thead>
<tr>
<th></th>
<th>Monday-</th>
<th>Saturday</th>
<th>Sunday &amp; Holidays</th>
</tr>
</thead>
<tbody>
<tr>
<td>Service Technicians</td>
<td>$1,000/day</td>
<td>$1,250/day</td>
<td>$1,500/day</td>
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Overtime service rates on an hourly basis in excess of 8 hours worked are as follows:

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<th>Monday-</th>
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<th>Sunday &amp; Holidays</th>
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<tr>
<td>Service Technicians</td>
<td>$125.00/hr</td>
<td>$156.25/hr</td>
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All above rates are in U.S. dollars. Travel time is included as working time. Parts and expenses are additional. Terms - payable upon receipt of invoice.

2. Minimum Billing
A minimum charge of 1/2 day's time will be made. Billing will be made in 1/2 day increments for time each day at job and/or traveling during normal working hours. Thus, five hours spent on job and/or traveling is billed as one full day.

3. Normal Working Time
Eight hours per day with one hour for lunch, Monday - Friday, except observed holidays.

4. Travel
Travel arrangements are made with 14-day advance purchase. Should the agreed travel dates change due to no fault of Five Star and additional costs be levied, such costs shall be chargeable.

These Include:
- Plane, Train and/or Automobile rental cost from Five Star, Conroe, Texas, to the customer's plant or construction site and return.
- Private Automobile travel at the current IRS published rate.
- Expenses also include all local travel.
- Living expenses for lodging, meals and incidental costs.
- Telephone calls and wires, as required in connection with the details of the job.
- When our service representative goes from job to job rather than returning to his headquarters, an equitable distribution or travel charge will be made.

A 20% charge will be added to cover administration costs on all travel and living expenses.

5. Parts
All parts supplied will be billed at selling prices. Service work by others under our authorization will be billed at our cost plus 20% overhead.

6. Limits of Liability
As our representatives are authorized to work on Five Star equipment, all responsibility for operation rests with the customer. Five Star shall not be liable for any claims, losses, labor, expenses, or damages, direct or consequential, resulting directly or indirectly from the service performed hereunder or for other consequential loss or damage of any nature arising from any cause.

7. Authorization
Five Star will not commence any service work until an official Purchase Order for the work has been received.
WARRANTY

FIVE STAR FILTRATION, LLC warrants for a period of twelve (12) months from start up, not to exceed eighteen (18) months from date of shipment, the new equipment of its own manufacture to be free from defects in material and workmanship under normal use and service when used and maintained in accordance with Operation and Maintenance Instruction Manual supplied by Five Star. Five Star's obligation under this warranty being limited to repairing or replacing, at its option, any part found to its satisfaction to be defective, providing that such part is, upon request, returned to Five Star's factory, freight prepaid. This warranty does not cover parts damaged by decomposition from chemical action or wear caused by abrasive materials, nor does it cover damage resulting from misuse, accident, neglect or from improper operation, maintenance, installation, modification, or adjustment. This warranty also excludes the coating when the equipment is constructed from carbon steel. Five Star will warrant the coating for one year and will not cover any corrosion repair due to damaged coating or misuse during the warranty period.

Filter cloth bags are warranted for 3 years from initial startup of the equipment. Five Star offers the 3-year prorated warranty on the filter cloths based on a pre-determined number of backwash cycles per year (4,000 backwash cycles per year for this project as recorded by the PLC control system). The warranty on the filter cloths covers materials ONLY and does not cover the labor to physically change the filter cloth.

Feed pumps, backwash pumps and drive motors/gearboxes are warranted by the original manufacturer, not by Five Star.

Five Star shall not be liable for indirect or consequential damages, whether or not caused by seller's neglect. Consequential damages for the purposes of this agreement shall include, but not be limited to, loss of use, income or profit, or loss of or damage to property occasioned by or arising out of the operation, use, installation, repair or replacement of the equipment or otherwise.

"Start up" for the purpose of this agreement shall be the date when the equipment is first placed into operation regardless of the status of other items, i.e. chemical feed systems, and polymer feed systems, piping, etc., at that time.

All parts repaired or replaced under this warranty will continue coverage on a prorated basis of the original warranty.

The company shall in no event be liable for damage caused by acts of force majeure, including but not limited to acts of war, fires, acts of God, strikes, and labor difficulties, acts of governmental or military authorities, civil unrest, or causes of any kind beyond the company's control.

Service may be refused to any area designated as High Risk by the company. This refusal will take precedence over any other agreed terms.
Title:
ADDITIONAL ENGINEERING SERVICES FOR THE PARKWAY WATER TREATMENT PLANT DISINFECTION BYPRODUCT MITIGATION PROJECT PILOT TESTING

Summary:
The Board is requested to approve an additional scope of engineering services for pilot testing the Parkway Water Treatment Plant ("WTP") Disinfection Byproduct ("DBP") Mitigation Project ("Project") with the project engineering consultant, Carollo, Inc., in the amount of $10,547, plus an engineering services contingency in the amount of $20,000.

DBPs are formed when chlorine, used for potable water disinfection, reacts with organic carbon. The groundwater supply at Parkway WTP has high levels of naturally occurring organic carbon. When groundwater supply flows at the Parkway WTP increase above approximately 3 million gallons per day, then DBP formation will exceed regulatory compliance limits. This Project, in conjunction with pumping improvements currently in design, will increase flow at the WTP up to 11.2 million gallons per day without exceeding DBP regulatory limits by reducing the naturally occurring organic carbon.

Carollo was selected as the design consultant for this Project pursuant to the Authority's procurement process. Previously, the Board has approved scopes of work totaling $622,114 to include engineering services for evaluation of treatment alternatives, on-site pilot testing of the selected alternative, preliminary design, final design, permitting services, bid phase services, construction phase services, and project closeout documentation. The selected treatment alternative, conventional ion exchange ("IX"), was selected from the viable treatment alternatives based on performance during bench-scale testing and a favorable Present Value Analysis.

The IX system is currently in the on-site pilot testing phase of the design process. The pilot testing was originally scheduled for eight weeks; this time period was selected to allow three full treatment and cleaning cycles of the IX media to evaluate potential degradation of the treatment efficacy over multiple cycles. The IX process is performing better than anticipated with each cycle now projected to last four weeks instead of the originally expected one to three weeks. Additional funding is requested to extend the
pilot testing an additional four weeks in order to obtain three full treatment cycles to investigate the potential for treatment degradation over time.

This project will be funded by budgeted funds.

**Total Costs:**

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<tr>
<td>Previously approved</td>
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<tr>
<td>Requested engineering services contingency</td>
<td>$20,000</td>
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<tr>
<td>Project Total</td>
<td>$652,661</td>
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**Recommended Action:**

Staff recommends approval of an additional $10,547 for engineering services scope of services with Carollo, Inc., for additional IX pilot testing and approval of engineering services contingency spending up to $20,000. Staff requests the Board authorize the Executive Director to execute amendments or other documents necessary for the expenditure of the contingency consistent with Scope of Services, Addendum #5, and the Board’s authorization.

Initials: ghe
Parkway WTP
Location Map
Scope of Services
Toho Water Authority
Parkway WTP DBP Mitigation Project
Pilot Extension Amendment
April 21, 2020
EXHIBIT 1 – SCOPE OF SERVICES

A. Project Understanding

Toho Water Authority (TWA) owns and operates the Parkway Water Treatment Plant (WTP) located in the Eastern distribution system. The Parkway WTP is an 11.2 mgd groundwater treatment plant consisting of four Upper Floridan Aquifer raw water wells, a tray aerator, a ground storage tank, sodium hypochlorite and fluoride addition, and high service pumping. TWA has identified the Parkway WTP as a contributor to disinfection byproduct (DBP) issues in the Eastern distribution system.

Carollo Engineers (CONSULTANT) was selected to perform testing, evaluation, preliminary and final design, and construction administration for the Parkway WTP DBP Mitigation Project for DBP and DBP precursor mitigation so DBP levels in the distribution system are below Stage 2 DBP Rule limits. This scope includes an amendment for extending the pilot of the ion exchange (IX) unit for one additional month and a credit for lab fees associated with simulated distribution system (SDS) testing, which were included in the previous amendment, but not required to gain information relevant to the design. The pilot was operational four weeks without breakthrough, while the original budget anticipated breakthrough within one week. Two additional breakthrough runs are required to obtain reliable results.

B. Scope of Work

The scope of services to be provided as part of this amendment are included in Task 2 – Pilot Testing.

Task 2 – Pilot Testing

Pilot testing equipment will be rented by the CONSULTANT for one additional month. CONSULTANT will be on-site one day per week for an additional four weeks plus one additional day for each regeneration and one additional day at the conclusion of the test. CONSULTANT will perform operation of the pilot unit and routine maintenance. Non-routine maintenance of the pilot unit is not included. CONSULTANT will also provide sample collection, field analyses for water quality, as well as laboratory testing one day per week for the additional month of testing.

C. Schedule of Major Deliverables

The addition of one month of pilot operation will extend the pilot through June 5, 2020.

D. Compensation

Total compensation will be based on a not-to-exceed cost of $10,547. A detailed summary of the engineering fee is provided in Exhibit A.
Exhibit A – Engineering Fee
## ATTACHMENT 1 - OVERALL ENGINEERING SERVICES FEE

**Carollo Engineers, Inc. - Engineering Services Fee**

**Pilot Extension Amendment**

**Parkway WTP DBP Mitigation Project**

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<th>Lead Project ES VII</th>
<th>Project Professional ES VI</th>
<th>Project Technician ES V</th>
<th>Pilot Professional ES IV</th>
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<td>144.46 $</td>
<td>90.00 $</td>
<td>70.96 $</td>
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<td>$5,355</td>
<td>$5,125</td>
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<td>36</td>
<td>40</td>
<td>$5,355</td>
<td>$5,125</td>
<td>$10,480</td>
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**Total Project Cost:** $10,547
## Other Direct Costs

**Carollo Engineers, Inc. - Engineering Services Fee**  
**Pilot Extension Amendment**  
**Parkway WTP DBP Mitigation Project**

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<tr>
<th>ITEM</th>
<th>DESCRIPTION</th>
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<td>6</td>
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<td>TOTAL FEE</td>
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TOHOPEKALIGA WATER AUTHORITY
CONTRACT ADDENDUM

<table>
<thead>
<tr>
<th>EXHIBIT B</th>
<th>ADDENDUM #: 5</th>
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<tbody>
<tr>
<td>DATE:</td>
<td>April 21, 2020</td>
</tr>
<tr>
<td>AMENDMENT:</td>
<td>5</td>
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Per the terms, conditions, and specifications of the Tohopekaliga Water Authority (TWA) with Carollo Engineers, Inc. (Consultant) for The Parkway Water Treatment Plant Disinfection By-products Mitigation Project (project) the following described changes are agreed to and are hereby accepted and incorporated:

**DESCRIPTION OF ASSIGNMENT:**
The previous phase of this project included pilot testing and final design of an ion exchange treatment system at the Parkway WTP. This assignment extends the pilot test by one month to capture the required data for design due to longer than anticipated operation of the pilot without breakthrough.

**FORM OF COMPLETED DELIVERABLES:**
No additional deliverables are included in this amendment.

**BASIS OF PAYMENT:** Services shall be made on the basis of Direct Labor Costs method in accordance with the Agreement, the total not to exceed $10,547 (method of compensation) without further authorization from the Board of Supervisors.

**ESTIMATED DATE OF COMPLETION:** This Assignment shall be completed within 30 calendar days from the receipt of this fully executed Addendum or 30 calendar days from receipt of TWA-provided information, if any, which the Parties have agreed is necessary for Consultant to proceed with this Assignment.

| Previous Contract Total Dollars: | $622,114 |
| NET Dollars for this Change (Addition/Subtraction): | 10,547 |
| **NET CONTRACT TOTAL DOLLARS:** | $632,661 |

Accepted By: [Signature]  
Title/Position: Senior Vice President  
Company Name: Carollo Engineers, Inc.

Requested By: George H. Eversole, Project Manager  
Approved By: Todd P. Swingle, Executive Director  
Board of Supervisors Approval Date:  

B-1
TITLE:
APPROVAL OF AGREEMENT WITH USSI, LLC FOR IN-FLOW ABATEMENT SERVICES (IFB-20-076)

Summary:
At the request of the Engineering Department, Procurement Services issued a bid (IFB-20-076) for in-flow abatement services. The awarded contractor is to provide lift station basin visual monitoring to identify infiltration and inflow (I&I) areas, manhole inspection, smoke testing, manhole chimney sealing, installation of cleanout riser plugs and replacement of cleanout caps. The contractor shall also provide reports of work completed on lift station basins.

Surface or ground water that flows into the collection system is called infiltration and inflow. I&I consumes hydraulic capacity in the collection system and treatment capacity at the water reclamation facilities. An effective I&I reduction program will lead to:

- ensuring that the designed capacity of the collection system and reclamation facilities is available to transport and treat wastewater,
- reducing the number of Sanitary Sewer Overflows caused by increased rain related flow, and
- reducing cost of electricity and chemicals required to transport and treat wet weather flow.

Inflow is surface water due to rain events that enters the collection system from yard, roof and footing drains, from illegal cross-connections with storm drains, downspouts, and through holes and fractures in manhole covers, frames and chimneys and through broken or missing clean-outs, caps and risers. An inflow abatement program seeks to eliminate these potential paths of rain and surface water from entering into the collection system. TWA’s inflow abatement program includes the following key components.

1. Smoke testing of the gravity sewer is used to identify any possible points of access for surface water to enter into the collection system. If smoke can escape out of the collection system then surface water can enter.
2. The interior of the frame and chimney manholes are sealed with a material that will provide a watertight barrier. Manhole frames are cast iron that are affixed to a cementitious surface (either directly to the cone or chimney). Since metallic and
cementitious materials expand and contract at different rates over time, separation
will occur between these surfaces. Additionally, a chimney, whether made of bricks
or riser rings, introduces additional joints that over time may separate and provide
a path for water.
3. Inflow dishes, placed in the manholes between the frame and the cover, provide a
near watertight seal.
4. Damaged service lateral cleanouts (both private and public) are identified during the
smoke testing. This damage is addressed by replacing missing or damaged caps,
repairing cleanout risers, or inserting a removable plug in the riser of cleanouts that
have been damaged multiple times.

This program has been utilized at over thirty lift station basins and has resulted in a
reduction in lift station pump run time increases during and immediately following rain
events. It has been demonstrated to be effective in improving the barrier between
surface water and the collection system.

An Invitation for Bid was advertised on March 11, 2020. This invitation for bid scope
was based on an estimated annual scope of inflow abatement work. Bids were due
April 2, 2020, upon which the following two responsive bids were received and evaluated.

<table>
<thead>
<tr>
<th>Responsive Bidder</th>
<th>Total Bid Price</th>
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</thead>
<tbody>
<tr>
<td>Envirowaste Services</td>
<td>$550,996.04</td>
</tr>
<tr>
<td>USSI, LLC</td>
<td>$464,701.50</td>
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</table>

USSI, LLC is the low responsive and responsible bidder. This contractor is recognized
across the industry and also has an excellent track record with TWA and its neighboring
utilities. Staff recommends that the Board approve a three (3) year Services Agreement
with one (1) two-year renewal option. Specific projects will be documented as task
authorization addenda to this agreement and submitted to the Executive Director for
approval.

The FY20 budget does not include funding for in-flow abatement services; however,
staff anticipates continuing to use this solution in lift station basins with high wet-
weather flows during the term of this agreement.

**Estimated Total Cost:**

Total not-to-exceed amount of $500,000 for the three-year term
Board Meeting Date: 5/13/2020

Category: Consent Agenda

Agenda Item: 7K

Recommended Action:
Staff recommends approval of the Agreement with USSI, LLC for inflow abatement services, and approval for the Executive Director to award work, on a task authorization basis, up to the total not-to-exceed amount.

Initials: js, fh, tan
THIS AGREEMENT FOR IN-FLOW ABATEMENT SERVICES (the “Agreement”) is made and entered between Tohopekaliga Water Authority, an independent special district established and created pursuant to Chapter 189, Florida Statutes, by special act of the Florida Legislature, 951 Martin Luther King Boulevard, Kissimmee, Florida 34741 (the “AUTHORITY” or “TWA”) and USSI, LLC, a limited liability company, whose mailing address is 752 Commerce Drive, Suite 15, Venice, FL 34292 (the “CONTRACTOR”). The AUTHORITY and CONTRACTOR may be individually referred to as a “Party” or collectively as the “Parties.”

W I T N E S S E T H:

WHEREAS, the AUTHORITY has competitively solicited for in-flow abatement services pursuant to IFB-20-076 (the “Solicitation”); and

WHEREAS, the CONTRACTOR has exhibited by its response to the Solicitation, a copy of which is attached and incorporated by reference as Exhibit “A,” that it is capable of providing the required services; and

WHEREAS, the Parties hereto have agreed to the terms and conditions, as set forth herein based on the Solicitation.

NOW, THEREFORE, in consideration of the mutual covenants, terms, and provisions contained herein, the Parties agree as follows:

SECTION 1. TERM.

The term of this Agreement shall become effective on May 13, 2020 and continue through May 12, 2023, unless otherwise terminated by either Party. This Agreement may be renewed for one (1) additional two (2) year period, subject to written agreement executed by both Parties.

SECTION 2. SCOPE OF SERVICES.

The CONTRACTOR shall provide the services and accessories, as more specifically listed in Exhibit “A” (collectively the “Services”) based upon the unit prices, as set forth in the CONTRACTOR’s original bid, a copy of which is attached and incorporated by reference as Exhibit “B” (the “Original Bid”).

SECTION 3. OBLIGATIONS OF THE CONTRACTOR.

Obligations of the CONTRACTOR shall include, but not be limited to, the following:
A. The CONTRACTOR shall provide and pay for all labor, tools, materials, permits, equipment, transportation, supervision, and any and all other items or services, of any type whatsoever, which are necessary to fully complete and deliver the Services requested by the AUTHORITY. The CONTRACTOR shall not have the authority to create, or cause to be filed, any liens for labor and/or materials on, or against, the AUTHORITY, or any property owned by the AUTHORITY. Any such lien, attachment, or encumbrance, until removed, shall preclude any and all claims or demands by the CONTRACTOR for any payment expected by virtue of this Agreement.

B. The CONTRACTOR will ensure that all of its employees, agents, sub-contractors, representatives, volunteers, and the like, fully comply with all of the terms and conditions set forth herein, when providing Services for the AUTHORITY under this Agreement.

C. The CONTRACTOR shall be solely responsible for the means, methods, techniques, sequences, safety programs, and procedures necessary to complete the work, properly and fully, as set forth in the Scope of Services.

D. The CONTRACTOR shall maintain an adequate and competent staff, and shall remain authorized to do business within the State of Florida for the term of this Agreement, including renewals. The CONTRACTOR may subcontract the services requested by the AUTHORITY, with prior written approval from AUTHORITY; however, the CONTRACTOR shall remain fully responsible for the satisfactory completion of all subcontracted work.

SECTION 4. STANDARD OF CARE.

A. The CONTRACTOR has represented to the AUTHORITY that it possesses a level of knowledge, experience, and expertise that is commensurate with firms in the areas of practice required for the Services provided under this Agreement. By executing this Agreement, the CONTRACTOR agrees that the CONTRACTOR will exercise that degree of care, knowledge, skill, and ability as any other similarly situated contractor possessing the degree of skill, knowledge, experience, and expertise within the local area, working on similar activities. The CONTRACTOR shall perform the requested Services in an efficient manner, consistent with the AUTHORITY’s stated Scope of Services and industry standards.

B. The CONTRACTOR covenants and agrees that it and its employees, agents, sub-contractors, representatives, volunteers, and the like, shall be bound by the same standards of conduct as stated above.

SECTION 5. COMPENSATION.

A. The amount paid under this Agreement for acceptable performance of in-flow
abatement services, as described in Exhibit “A”, shall not exceed Five Hundred Thousand Dollars ($500,000.00) for the term of this Agreement, based on the unit prices specified in Original Bid (Exhibit “B”).

B. Compensation for Services completed by the CONTRACTOR shall be paid in accordance with section 218.70, Florida Statutes, Florida’s Prompt Payment Act.

C. Services performed in accordance with this Agreement are subject to the annual appropriation of funds by the AUTHORITY. The AUTHORITY reserves the right, in its sole discretion, to forego use of the CONTRACTOR for any project that may fall within the Scope of Services listed herein. In the event the AUTHORITY is not satisfied with the Services provided by the CONTRACTOR, the AUTHORITY will hold any amounts due until the CONTRACTOR has appropriately addressed the problem to the satisfaction of the AUTHORITY.

SECTION 6. TERMINATION.

The AUTHORITY may terminate this Agreement, with or without cause, upon thirty (30) days written notice to CONTRACTOR prior to the effective date of such cancellation.

SECTION 7. TERMINATION FOR CAUSE.

The AUTHORITY may terminate this Agreement, without further obligation, upon written notice to the CONTRACTOR if the CONTRACTOR breaches any material term of the Agreement and such breach remains uncured for thirty (30) days after receipt of said notice.

SECTION 8. PAYMENT WHEN SERVICES ARE TERMINATED.

A. In the event of termination of this Agreement by the AUTHORITY, and not due to the fault of the CONTRACTOR, the AUTHORITY shall compensate the CONTRACTOR for all authorized Services performed prior to the effective date of termination.

B. In the event of termination of this Agreement due to the fault of the CONTRACTOR, or at the written request of the CONTRACTOR, the AUTHORITY shall compensate the CONTRACTOR for all authorized Services completed, prior to the effective date of termination, which have resulted in a usable product or otherwise tangible benefit to the AUTHORITY. All such payments shall be subject to an offset for any damages incurred by the AUTHORITY resulting from any delay occasioned by early termination. The CONTRACTOR shall in no way construe this provision as the AUTHORITY’s sole available remedy in the event of breach by the CONTRACTOR.

SECTION 9. INSURANCE.

A. The CONTRACTOR shall procure and maintain the following types of insurance,
with the respective limits, and shall provide proof of the same to the AUTHORITY, in the form of a Certificate of Insurance prior to the start of any work hereunder:

1. **Worker’s Compensation:** The CONTRACTOR shall provide Worker’s Compensation coverage for all employees at the site location and in the case any work is subcontracted, shall require the subcontractor to provide Worker’s Compensation for all its employees. The limits shall be statutory for Worker’s Compensation and $1,000,000.00 for Employer’s Liability.

2. **Commercial General Liability:** The CONTRACTOR shall provide for all operations including, but not limited to, Contractual and Products Completed Operations. The limits shall not be less than $1,000,000.00.

3. **Comprehensive Automobile Liability:** The CONTRACTOR shall provide coverage for all owned and non-owned vehicles with limits not less than $1,000,000.00.

4. **Umbrella Liability:** The CONTRACTOR shall provide an umbrella policy in excess to the coverage provided for in the above paragraphs of not less than $1,000,000.00.

B. The CONTRACTOR shall name “Tohopekaliga Water Authority” as a certificate holder and as additional insured, to the extent of the Services provided hereunder, on all required insurance policies, except for Worker’s Compensation policy, and provide the AUTHORITY with proof of the same.

C. The CONTRACTOR, and any authorized sub-contractor(s), shall provide the AUTHORITY’s Procurement Services with a Certificate of Insurance evidencing such coverage for the duration of this Agreement. The Certificate of Insurance shall be dated and show:

1. The name of the insured CONTRACTOR;
2. The specified job by name and job number;
3. The name of the insurer;
4. The number of the policy;
5. The effective date;
6. The termination date;
7. A statement that the insurer will mail notice to the AUTHORITY at least thirty (30) days prior to any material changes in the provisions or cancellation of the policy; and
8. A waiver of subrogation in favor of the AUTHORITY.
9. Coverage shall be primary and non-contributory.

D. Receipt of certificates or other documentation of insurance or policies, or copies of policies by the AUTHORITY, or by any of its representatives, which indicates less coverage than is required, does not constitute a waiver of the CONTRACTOR’s obligation to fulfill the insurance requirements specified herein.
E. The CONTRACTOR shall ensure that any sub-contractor(s), hired to perform any of the duties contained in the Scope of Services of this Agreement, procure and maintain the same insurance requirements set forth herein. In addition, the CONTRACTOR shall maintain proof of the same on file and make readily available upon request by the AUTHORITY.

SECTION 10. AUTHORITY OBLIGATIONS.

At the CONTRACTOR’s request, the AUTHORITY agrees to provide, at no cost to the AUTHORITY, all pertinent information known to be available to the AUTHORITY to assist the CONTRACTOR in providing and performing the required Services.

SECTION 11. DOCUMENTS CONSTITUTING ENTIRE AGREEMENT.

The following documents are hereby incorporated and made part of this Agreement:

2. Exhibit B – Original bid submitted by Contractor

In the event of a conflict between the covenants, terms, and/or provisions of this Agreement and Exhibit “A,” the provisions of this Agreement shall take precedence.

SECTION 12. APPLICABLE LAW, VENUE, JURY TRIAL.

The laws of the State of Florida shall govern all aspects of this Agreement. In the event it becomes necessary for either Party to initiate legal action regarding this Agreement, venue shall lie in Osceola County, Florida. The Parties hereby waive their right to trial by jury in any action, proceeding or claim, arising out of this Agreement, which may be brought by either of the Parties hereto.

In all respects, this Agreement is governed by and construed in accordance with the laws of the State of Florida without giving effect to any choice of law rules thereof that may direct the application of the laws of another jurisdiction.

SECTION 13. PUBLIC RECORDS COMPLIANCE.

A. 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 the following:

Records Retention
B. The CONTRACTOR understands that by virtue of this Agreement all of its documents, records and materials of any kind, relating to the relationship created hereby, shall be open to the public for inspection in accordance with Florida law. If CONTRACTOR shall act on behalf of the AUTHORITY, as provided under section 119.011(2), Florida Statutes, as amended, the CONTRACTOR, subject to the terms of section 287.058(1) (c), Florida Statutes, as amended, and any other applicable legal and equitable remedies, shall:

1) Keep and maintain public records that ordinarily and necessarily would be required by the AUTHORITY in order to perform the Service; and
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 Florida law; and
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 Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirement. All records stored electronically must be provided to the AUTHORITY in a format that is compatible with the information technology systems of the AUTHORITY; and
5) If the CONTRACTOR does not comply with a public records request, the AUTHORITY shall enforce the contract provisions in accordance with the Agreement.

SECTION 14. INDEPENDENT CONTRACTOR.

This Agreement does not create an employee/employer relationship between the Parties. It is the Parties’ intention that the CONTRACTOR, its employees, sub-contractors, representatives, volunteers, and the like, will be an independent contractor, and not an employee of the AUTHORITY for all purposes including, but not limited to, the application of the following, as amended: the Fair Labor Standards Act minimum wage and overtime payments; the Federal Insurance Contribution Act; the Social Security Act; the Federal Unemployment Tax Act; the provisions of the Internal Revenue Code; the State of Florida revenue and taxation laws; the State of Florida workers’ compensation laws; the State of Florida unemployment insurance laws; and the Florida Retirement System benefits. The CONTRACTOR will retain sole and absolute discretion in the judgment of the manner and means of carrying out the CONTRACTOR’s activities and responsibilities hereunder.
SECTION 15. APPLICABLE LICENSING.

The CONTRACTOR, at its sole expense, shall obtain all required federal, state, and local licenses, occupational and otherwise, required for successfully providing the Services set forth herein.

SECTION 16. COMPLIANCE WITH ALL LAWS.

The CONTRACTOR, at its sole expense, shall comply with all laws, ordinances, judicial decisions, orders, and regulations of federal, state, AUTHORITY, and municipal governments, as well as their respective departments, commissions, boards, and officers, which are in effect at the time of execution of this Agreement or are adopted at any time following the execution of this Agreement.

SECTION 17. INDEMNIFICATION.

To the fullest extent permitted by law, the CONTRACTOR shall defend, indemnify, and hold harmless the AUTHORITY, its officials, agents, and employees from, and against, any and all claims, suits, judgments, demands, liabilities, damages, costs, and expenses (including, but not limited to, attorneys’ fees, paralegals’ fees, consultants’ fees, and costs at all administrative, pretrial, trial, and appellate levels) of any kind or nature whatsoever, arising directly or indirectly out of or caused, in whole or part, by any act or omission of the CONTRACTOR or its subcontractors (if any), anyone directly or indirectly employed by them, or anyone for whose acts any of them may be liable.

SECTION 18. SOVEREIGN IMMUNITY.

The AUTHORITY expressly retains all rights, benefits and immunities of sovereign immunity, in accordance with Section 768.28, Florida Statutes. Notwithstanding anything set forth in any section, article, or paragraph of this Agreement to the contrary, nothing in this Agreement shall be deemed as a waiver of the sovereign immunity or the limits of liability, which may have been or may be adopted by the Florida Legislature, and the cap on the amount and type of liability of AUTHORITY for damages, attorney fees and costs, regardless of the number or nature of claims in tort, equity or contract, which shall not exceed the dollar amount for tort, as set by the Florida Legislature. Nothing in this Agreement shall inure to the benefit of any third party for allowing any claim against the AUTHORITY, otherwise barred under the Doctrine of Sovereign Immunity or operation of law.

SECTION 19. BANKRUPTCY OR INSOLVENCY.

If the CONTRACTOR shall file a Petition in Bankruptcy, or if the same shall be adjudged bankrupt or insolvent by any Court; or if a receiver of the property of the CONTRACTOR shall be appointed in any proceeding brought by or against the CONTRACTOR; or if the CONTRACTOR shall make an assignment for the benefit of creditors; or proceedings shall be commenced on or against the CONTRACTOR’s operations of the premises, the AUTHORITY may terminate this Agreement immediately notwithstanding the notice requirements of Section 6 hereof.
SECTION 20. BINDING EFFECT.

This Agreement shall be binding upon and inure to the benefit of the Parties hereto, their heirs, personal representatives, successors, and/or assigns.

SECTION 21. ASSIGNMENT.

This Agreement shall only be assignable by the CONTRACTOR upon the express written consent of the AUTHORITY.

SECTION 22. SEVERABILITY.

All clauses found herein shall act independently of each other. If any provision of this Agreement is held to be invalid, void, or otherwise unenforceable, by a court of competent jurisdiction, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way.

SECTION 23. WAIVER.

Failure of the Parties to insist upon strict performance of any of the covenants, terms, provisions, or conditions of this Agreement, or to exercise any right or option herein contained, shall not be construed as a waiver or a relinquishment for the future of any such covenant, term, provision, condition, or right of election, which same shall remain in full force and effect.

SECTION 24. NOTICE.

The Parties hereto agree and understand that written notice, mailed or delivered to the last known mailing address, shall constitute sufficient notice to the AUTHORITY and the CONTRACTOR. All notices required and/or made pursuant to this Agreement, given to the AUTHORITY and the CONTRACTOR, shall be in writing and provided by way of the United States Postal Service, first class mail, postage prepaid, addressed to the following addresses of record:

AUTHORITY: Toho Water Authority  
Attention: Procurement Services (Warehouse)  
1628 S. John Young Parkway  
Kissimmee, Florida 34741

CONTRACTOR: USSI, LLC  
752 Commerce Drive Suite 15  
Venice, FL 34292

SECTION 25. MODIFICATION.

The covenants, terms, and provisions of this Agreement may be modified by way of a written instrument, mutually accepted by the Parties hereto. In the event of a conflict between the
covenants, terms, and/or provisions of this Agreement and any written Amendment(s) hereto, the provisions of the latest executed instrument shall take precedence.

SECTION 26.  HEADINGS.

All headings of the sections, exhibits, and attachments contained in this Agreement are for the purpose of convenience only and shall not be deemed to expand, limit or change the provisions contained in such sections, exhibits, and attachments.

SECTION 27.  ADMINISTRATIVE PROVISIONS.

In the event the AUTHORITY issues a purchase order, memorandum, letter, or any other instrument addressing the services, work, and materials to be provided and performed pursuant to this Agreement, it is hereby specifically agreed and understood that any such purchase order, memorandum, letter, or other instrument is for the AUTHORITY’s internal purposes only, and any and all terms, provisions, and conditions contained therein, whether printed or written, shall in no way modify the covenants, terms, and provisions of this Agreement and shall have no force or effect thereon.

SECTION 28.  CONFLICT OF INTEREST.

The CONTRACTOR warrants that the CONTRACTOR has not employed or retained any company or person, other than a bona fide employee working solely for the CONTRACTOR, to solicit or secure this Agreement, and that the CONTRACTOR has not paid or agreed to pay any person, company, corporation, individual, or firm 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 Section, the AUTHORITY shall have the right to terminate this Agreement immediately, without liability and without regard to the notice requirements of Section 6 hereof.

SECTION 29.  PUBLIC ENTITY CRIMES.

As required by section 287.133, Florida Statutes, the CONTRACTOR warrants that it is not on the convicted contractor list for a public entity crime committed within the past thirty-six (36) months. The CONTRACTOR further warrants that it will neither utilize the services of, nor contract with, any supplier, sub-contractor, or consultant in connection with this Agreement for a period of thirty-six (36) months from the date of being placed on the convicted contractor list.

SECTION 30.  EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY)

In accordance with State of Florida, Office of the Governor, Executive Order 11-116 (superseding Executive Order 11-02; Verification of Employment Status), in the event performance of this Agreement is or will be funded using state or federal funds, the CONTRACTOR must comply with the Employment Eligibility Verification Program (“E-Verify Program”), as set forth in 48 CFR 52.222-54 (as amended), incorporated hereby this reference, which was developed by the federal government to verify the eligibility of individuals to work in the United States. If applicable, in accordance with Subpart 22.18 of the Federal Acquisition
Register, the CONTRACTOR must comply with the following: (1) enroll in the E-Verify Program; (2) use E-Verify to verify the employment eligibility of all new hires working in the United States, except if the CONTRACTOR is a state or local government, the CONTRACTOR may choose to verify only new hires assigned to the Agreement; (3) use E-Verify to verify the employment eligibility of all employees assigned to the Agreement; and (4) include these requirement in certain subcontract, such as construction. Information on registration for and use of the E-Verify Program can be obtained via the internet at the Department of Homeland Security Web site: http://www.dhs.gov/E-Verify.

SECTION 31. JOINT AUTHORSHIP

This Agreement shall be construed as resulting from joint negotiation and authorship. No part of this Agreement shall be construed as the product of any one of the Parties hereto.

SECTION 32. EQUAL OPPORTUNITY EMPLOYER

The CONTRACTOR is an Equal Opportunity Employer and will comply with all equal opportunity employment laws. The CONTRACTOR will further ensure that all sub-contractors it utilizes in providing the Services required under this Agreement will comply with all equal opportunity employment laws.

SECTION 33. AUDITING, RECORDS, AND INSPECTION

In the performance of this Agreement, the CONTRACTOR shall keep books, records, and accounts of all activities, related to the Agreement, in compliance with generally accepted accounting procedures. Throughout the term of this Agreement, books, records, and accounts related to the performance of this Agreement shall be open to inspection during regular business hours by an authorized representative of the AUTHORITY, and shall be retained by the CONTRACTOR for a period of three years after termination or completion of the Agreement, or until the full Authority audit is complete, whichever comes first. The AUTHORITY shall retain the right to audit the books during the three-year retention period. All books, records, and accounts related to the performance of this Agreement shall be subject to the applicable provisions of the Florida Public Records Act, chapter 119, Florida Statutes. The AUTHORITY also has the right to conduct an audit within sixty (60) days from the effective date of this Agreement to determine whether the CONTRACTOR has the ability to fulfill its contractual obligations to the satisfaction of the AUTHORITY. The AUTHORITY has the right to terminate this Agreement based upon its findings in this audit without regard to the termination provision set forth herein.

SECTION 34. PROJECT MANAGERS

The AUTHORITY and the CONTRACTOR have identified individuals as Project Managers, listed below, who shall have the responsibility for managing the work performed under this Agreement. The person or individual identified by the CONTRACTOR to serve as its Project Manager for this Agreement, or any replacement thereof, is subject to prior written approval and acceptance by the AUTHORITY. If the AUTHORITY or CONTRACTOR replace their current Project Manager with another individual, an amendment to this Agreement shall not be required. The AUTHORITY will notify the CONTRACTOR, in writing, if the current AUTHORITY Project Manager is replaced by another individual.
A. The contact information for the AUTHORITY’s Project Managers is as follows:

Tim Noyes
Asset Manager, Engineering
Toho Water Authority
407-944-5040
tnoyes@tohowater.com

B. The CONTRACTOR Project Manager’s contact information is as follows:

Eric McRoberts
USSI, LLC
752 Commerce Drive Suite 15
Venice FL 34292
941-725-2123
eric@ussiusa.com

SECTION 35. SIGNATORY

Each signatory below represents and warrants that he or she has the full power, and is duly authorized by their respective Party, to enter into and perform under this Agreement. Such signatory further represents that he or she has fully reviewed and understands the terms and conditions set forth in this Agreement, including exhibits, and fully intends to abide by and comply with all of the terms and conditions set forth herein.

“SECTION 36. COUNTERPARTS, ELECTRONIC TRANSACTION, AND ELECTRONIC SIGNATURES

This Agreement may be electronically executed by the Parties in counterparts up to but not exceeding the number of Parties, each of which shall be deemed an original and all of which, taken together, shall constitute one agreement. Each Party may deliver its executed signature page by email transmission to the other Parties at the email addresses set forth herein. Delivery shall be effective and complete upon completion of such email transmission. The Parties agree that electronic signatures may be use in the execution of this Agreement in accordance with Parts I and II of Chapter 668, Florida Statutes.

[THIS SPACE IS INTENTIONALLY LEFT BLANK.]
IN WITNESS WHEREOF, the Parties hereto, by their duly authorized representatives, have executed this Agreement effective the____ day of _____________________, 2020.

USSI, LLC

By: __________________________
Print Name: ______________________
Title: __________________________

Attest: __________________________
Print Name: ______________________
Address: __________________________

TOHOPEKALIGA WATER AUTHORITY

By: __________________________
Print Name: Todd P. Swingle
Title: Executive Director

Attest: __________________________
Print Name: Anthony J. Cotter
Title: General Counsel
Address: 951 Martin Luther King Blvd.
         Kissimmee, Florida 34741

STATE OF ___________________
COUNTY OF __________________

The foregoing instrument was executed before me by means of [ ] physical presence or [ ] online notarization this ____ day of _______________, 2020, by __________________________ as __________________________ of USSI, LLC., a Florida limited liability company, on behalf of the company who is personally known to me OR has produced __________________ as identification.

Signature: __________________________
Print Name: __________________________
NOTARY PUBLIC, State of ___________________
My Commission Expires: ___________________

(Stamp)
TWA received odor complaints from residents neighboring Lift Station (LS) #86 in the Lakeside community. A bioscrubber odor control unit had been installed at the LS in 2015. TWA requested Webster Environmental Associates (WEA), Inc., TWA’s odor control continuing consultant, to evaluate the performance of the existing unit and identify odor control performance issues based on the complaints. WEA’s analysis determined that the bioscrubber is under-performing and allowing odor to escape the LS site.

The WEA study indicated that there are high concentrations of odorous compounds, hydrogen sulfide (H$_2$S) and Methyl Mercaptan (MM), in the incoming wastewater stream to LS #86. The MM concentration is 10 times that observed in 2015 and is the highest concentration of MM that WEA has measured in a municipal wastewater collection system. The existing bioscrubber is not capable of treating these concentrations of MM; therefore, a second stage of treatment is required. WEA recommended the installation of a biofilter second stage odor control unit to treat the high levels of MM and H$_2$S. A similar two-stage treatment process designed by WEA is currently in use at Lakeshore LS #35 and is removing H$_2$S and MM effectively.

The second stage design was completed and advertised for bidding on March 31, 2020, to TWA’s continuing contractors. On April 23, 2020 bids were received from 4 continuing contractors with Prime Construction Group, Inc. submitting the lowest bid. The bid results are summarized below.

<table>
<thead>
<tr>
<th>Bidder</th>
<th>Total Bid</th>
</tr>
</thead>
<tbody>
<tr>
<td>Prime Construction Group, Inc.</td>
<td>$248,600</td>
</tr>
<tr>
<td>Carr &amp; Collier, Inc.</td>
<td>$257,000</td>
</tr>
<tr>
<td>SGS Contracting Services, Inc.</td>
<td>$259,700</td>
</tr>
<tr>
<td>Cathcart Construction Company</td>
<td>$319,600</td>
</tr>
</tbody>
</table>
Staff is requesting a $15,000 contingency for unforeseen circumstances during construction. Use of contingency is at the sole discretion of TWA.

The project will be funded by budgeted funds.

**Total Costs:**
$248,600 and a contingency in the amount of $15,000.

**Recommended Action:**

Staff recommends approval of the addendum with Prime Construction Group, Inc. for the LS #86 odor control improvements for $248,600 and a $15,000 contingency (total approval of 263,600) for other unforeseen circumstances during construction. Furthermore, staff requests that the Board authorize the Executive Director to execute any such documents necessary to expend such contingency up to the total not-to-exceed amount limit approved by the Board.

Initials: AR
TOHOPEKALIGA WATER AUTHORITY
CONTRACT ADDENDUM

ADDENDUM #: 3

DATE: April 28th 2020

Per the terms, conditions, and specifications of the Tohopekaliga Water Authority (TWA) with Prime Construction Group, Inc.

Contractor

for

Lift Station #86 Odor Control Improvements (IFB-20-081)

(project)

the following described changes are agreed to and are hereby accepted and incorporated:

DESCRIPTION OF ASSIGNMENT:

Installation of a new odor control system (biofilter) designed to further treat foul air from the exhaust of an existing bioscrubber. The work to be done consists of furnishing all labor, equipment, materials and services required to complete the following tasks at Lift Station No. 86.

FORM OF COMPLETED DELIVERABLES:

Services as outlined in IFB-20-081 bid specification and its associated exhibit.

BASIS OF PAYMENT: Services shall be made on the basis of Lump Sum

method in accordance with the Agreement, the total not to exceed $ 248,600.00 without further authorization from TWA.

ESTIMATED DATE OF COMPLETION: This assignment shall be completed within 238 calendar days from the receipt of this fully executed Addendum or calendar days from receipt of TWA provided information which will enable the Engineer to proceed with this work assignment.

| Previous Contract Total Dollars: | $ 0.00 |
| NET Dollars for this Change (Addition/Subtraction): | $ 248,600.00 |
| NET CONTRACT TOTAL DOLLARS: | $ 248,600.00 |

Accepted By: Charles J. Brackett III
Title/Position: President/CEO
Company Name: Prime Construction Group, Inc.

Requested By: Anusha Ravichandran, Project Manager

Approved By: Todd P. Swingle, Executive Director

Approval Date: 
On May 8, 2019, the Board approved the Agreement with Charter Communications Operating, LLC to provide Fiber Internet and Ethernet services at seventeen TWA locations, which include Dedicated Internet Access (DIA), Metro-Ethernet (private point-to-point internal internet access), SIP (voice over Internet Protocol services), and Managed Services (used for remote access). The Metro Ethernet Solutions backbone provides connectivity to the phone systems; SCADA network, which includes security cameras; the disaster recovery site; City of St. Cloud building; and the business network. The current charges for these existing locations totals $15,813 monthly and $189,756 annually for a three-year term contract.

The sites currently included are:

1. 515 Country Club Rd, Kissimmee, FL 34759
2. 4601 Rhododendron Dr. Kissimmee, FL 34758
3. 918 Shady Ln., Kissimmee, FL 34744
4. 2550 Fortune Rd, Kissimmee, FL 34774
5. 8200 Sandhill Rd., Kissimmee, FL 34744
6. 3230 Reedy Creek Blvd, Kissimmee, FL 34747
7. 401 Buena Ventura Blvd, Kissimmee, FL 34743
8. 5050 Robert McLane Blvd. Kissimmee, FL 34758
9. 7325 Osceola Polk Line Rd., Davenport, FL 33896
10. 5400 Camelot Country Club Way, Kissimmee, FL 34746
11. 7200 E Irlo Bronson Memorial Hwy. Saint Cloud, FL 34771
12. 951 Martin Luther King Jr. Blvd. Kissimmee, FL 34741
13. 9701 S. John Young Pkwy. Orlando, FL 32819
14. 2000 Hemlock Ave, Poinciana, FL 34759
15. 1001 Lake Marion Creek Rd, Kissimmee FL 34759
16. 924 Missouri Avenue, Saint Cloud, FL 34769 – Hosting Connection for St. Cloud
17. Backup circuit to Data Site of Orlando
The SCADA Division desires to add the following site to this Agreement:

1. 1616 S. John Young Parkway, Kissimmee, FL 34741

The services requested at this location include 5 static internet protocol (Static IP) addresses and business internet. Customers with devices requiring a secure connection will use the Static IP addresses, always using the same IP address when they connect to the Internet. The business internet is a straight internet connection designed for smaller office locations.

The monthly fee for these services is $24.99 for the 5 Static IPs and $89.99 for the business Internet, along with a one-time installation fee of $99.00. The total charge for this location is an additional annual cost of $1,379.76, plus the $99.00 one-time installation fee, for a total additional cost of $1,478.76. For the remaining thirty-one months of the contract term, the total annual cost for the additional services is $3,564.38.

**Total Cost:**
The total cost for the additional services is $3,564.38 annually, with a one-time $99.00 installation fee, for a total cost not-to-exceed $193,419.38. Staff requests a 20% contingency of $38,683.87, for possible additional services in the future, with a total not-to-exceed amount to $232,103.25 for the term of the contract.

**Recommended Action:**
Staff recommends approval and execution of the amendment to the Charter Communications Operating, LLC contract, and authorization for the Executive Director to execute any such documents necessary to expend such contingency up to the total not-to-exceed amount limit approved by the Board.

Initials: cew/fh/ah
Customer Service Order

THIS SERVICE ORDER (“Service Order”), is executed and effective upon the date of the signature set forth in the signature block below (“Effective Date”) and is by and between Charter Communications Operating, LLC on behalf of those operating subsidiaries providing the Service(s) hereunder (“Spectrum”) and Customer (as shown below) and is governed by and subject to the Spectrum Enterprise Commercial Terms of Service posted to the Spectrum Enterprise website, [https://enterprise.spectrum.com/](https://enterprise.spectrum.com/) (or successor url) or, if applicable, an existing services agreement mutually executed by the parties (each, as appropriate, a “Service Agreement”). Except as specifically modified herein, all other terms and conditions of the Service Agreement shall remain unamended and in full force and effect.

Account Executive: Aaron Schneider  
Phone: 4073852928  ext: 
Cell Phone: +1 4073852928  
Email: aaron.schneider@charter.com

Order # 11787746

<table>
<thead>
<tr>
<th>Customer Information: Customer Code</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Business Name</strong></td>
</tr>
<tr>
<td><strong>Billing Address</strong></td>
</tr>
<tr>
<td>951 MARTIN LUTHER KING JR BLV  KISSIMMEE FL 34741</td>
</tr>
<tr>
<td><strong>Billing Contact</strong></td>
</tr>
<tr>
<td>Marie Aviles Rios</td>
</tr>
<tr>
<td><strong>Authorized Contact</strong></td>
</tr>
<tr>
<td>Marie Aviles Rios</td>
</tr>
<tr>
<td><strong>Technical Contact</strong></td>
</tr>
<tr>
<td>Allan Humphries</td>
</tr>
</tbody>
</table>
### Service Type

- High Speed Internet (HSD)
- IPs (Internet Addresses)

### New and Revised Services and Monthly Charges

<table>
<thead>
<tr>
<th>Description</th>
<th>Quantity</th>
<th>Sales Price</th>
<th>Monthly Recurring Total</th>
<th>Contract Term</th>
</tr>
</thead>
<tbody>
<tr>
<td>5 Static IP</td>
<td>1</td>
<td>$24.99</td>
<td>$24.99</td>
<td>Month to Month</td>
</tr>
<tr>
<td>Spectrum Business Internet</td>
<td>1</td>
<td>$89.99</td>
<td>$89.99</td>
<td>Month to Month</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td></td>
<td></td>
<td><strong>$114.98</strong></td>
<td></td>
</tr>
</tbody>
</table>

*Prices do not include taxes and fees.

### One Time fees

<table>
<thead>
<tr>
<th>Description</th>
<th>Quantity</th>
<th>Sales Price</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Install Charge – Business Internet</td>
<td>1</td>
<td>$99.00</td>
<td>$99.00</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td></td>
<td></td>
<td><strong>$99.00</strong></td>
</tr>
</tbody>
</table>

*Prices do not include taxes and fees.
Electronic Signature Disclosure

By signing and accepting below you are acknowledging that you have read and agree to the terms and conditions outlined in this document.

Authorized Signature for Customer

Printed Name and Title

Date Signed
The 30" diameter force main leaving major lift station #57 located near the South Bermuda plant ruptured on April 23, 2020. A line stop was required to prevent backflows through the pipe. The company Rangeline was contacted for a quote. Rangeline specializes in inserting valves in active lines through a tapping process and valve insertion for large diameter pipes. Rangeline quoted $42,500 to install the valve, perform tap, and insert a line stop. Once the repair was completed, and based on previous experience with this force main, TWA staff made the decision to leave the line stop in place and have Rangeline monitor the repair through the weekend at a cost of $3,000 per day for 5 days for an additional $15,000. Total cost of the Rangeline services was $57,500.

On April 27, 2020, the 30" force main ruptured again very close to the repair. Staff contacted Rangeline for a quote to bring the line stop in the valve. Keeping the valve in place saved significant time, reducing the quantity of the overflow. Staff authorized a quote of $32,000 to insert the line stop for emergency repair. While the line stop was in place, TWA staff was able to bypass the defective 30" force main with temporary piping from the lift station discharge to the line stop overnight.

At the time of this incident, Engineering staff was already under design to run a parallel line for this force main, but this incident has put further urgency to complete the project. Engineering staff is working with one of Toho's continuing contractors to replace the temporary line run by staff with a permanent replacement, as an emergency. During that time, the line stop must remain in place until a permanent valve can be installed pending construction of the replacement force main.

The rental cost of the line stop is $15,000 per week. Staff has a purchase order in place for 12 weeks for a total of $180,000 for rental of the temporary valve.

The total expenditure recommended for Rangeline services for both events is $270,000.
Board Meeting Date: 5/13/2020

Category: Consent Agenda

Agenda Item: 7-O

Total Costs:

$270,000 (Valve, tapping service, line stop, and equipment rental)

Recommended Action:
Staff recommends ratification/approval of Rangeline services and equipment rental. The Board is advised additional contingency funds may be processed as an emergency authorization pursuant to the procurement policy if conditions warrant.

Initials: rln
Title: THE BOARD OF SUPERVISORS IS REQUESTED TO AUTHORIZE THE EXECUTIVE DIRECTOR OR DEPUTY DIRECTOR TO APPROVE A CHANGE ORDER WITH MIE, INC. FOR THE ADMINISTRATION BUILDING FIRST FLOOR SECURITY IMPROVEMENTS

Summary:

The Board of Supervisors is requested to authorize the Executive Director or Deputy Director to approve a change order with MIE, Inc. to the Administration Building First Floor Modifications construction contract in the amount of $156,870.

At the January 2019 Board meeting the construction contract award with MIE, Inc. for the Administration Building First Floor Modifications was approved in the amount of $123,690. The modifications included improved security for the customer service representative by installing a new reception desk and tempered glass barrier system, increased mailroom package storage, and direct access to the mailroom via a pocket door. During the submittal and equipment procurement phase of the project, prior to construction commencing, a series of security incidents occurred at other entities. TWA management determined that a more encompassing approach to building security was required and requested the First Floor Modification construction be placed on hold to reevaluate the design.

Staff and TWA's continuing architectural consultant, KMF, developed a new concept and design for the First Floor Security Improvements. The design changes include: relocation of the customer service desk to the west side of the lobby for improved visibility for the representative and customers, installation of a bullet resistant glass wall system spanning the width of the lobby, and automated double glass doors creating a controlled point of access. The mailroom storage expansion remains and with the relocation of the customer service desk, the square footage is further increased. The changes allow the customer service representative to control the flow of traffic into the lobby preventing unauthorized access to the rest of the Administration Building, staff will be able to use their TWA badges to enter. Normal customer interaction is maintained by a pass-through in the glass barrier system similar to a bank teller.

Prior to construction start for the previous design, MIE procured materials and paid the glass barrier system vendor for submittal work, TWA is responsible for these costs. The new design utilizes previously purchased materials but does not use the same glass.
barrier system. To avoid a loss, staff requested MIE provide a cost proposal based on the new design for evaluation. KMF and staff evaluated the cost proposal and found it to be acceptable. The increase in cost from the previous design can be attributed to use of a bullet resistant glass system which represents approximately 45% of the total cost. Construction is expected to begin approximately eight weeks after execution of the change order.

Staff requests a 7.5% contingency for unforeseen conditions to be expended following Procurement Department guidelines for staff execution.

The project will be funded by budgeted Administration Building Improvement funds.

<table>
<thead>
<tr>
<th>Total Costs:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Previously approved not-to-exceed amount excluding contingency is $123,690, cost of the change order is $156,870, plus a 7.5% contingency in the amount of $21,042, for a total cost of $301,601.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Recommended Action:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Staff recommends the Board authorize the Executive Director or Deputy Director to approve the change order with MIE, Inc. to the Administration Building First Floor Modifications construction contract for the new security improvements in the amount of $156,870 and approval of a 7.5% contingency. Furthermore, staff requests that the Board authorize the Executive Director to execute any such documents necessary to expend such contingency up to the total not-to-exceed amount limit approved by the Board.</td>
</tr>
</tbody>
</table>

Initials: ER
The City of Kissimmee is proposing roadway improvements to Hudson Street from Sunny Street to Ernest Street. TWA is required to relocate its existing water and sewer utilities to avoid conflicts with the City’s proposed roadway improvements. The utility work consists of the relocation of approximately 670 feet of 6” water main and 620 feet of 8” sanitary sewer.

In addition, the existing water main material is cast iron pipe with lead joints, which is an obsolete material and the existing water services are galvanized pipe with lead joints. The Environmental Protection Agency (EPA) recommends that public water systems systematically replace pipe materials that have material composition over 8% lead when the opportunity is available. TWA will upgrade the pipe material to polyvinyl chloride (PVC) and replace the galvanized water services with polyethylene to reduce potential lead and copper leaching into the water supply as required by the EPA. Lead and copper, in high concentrations, are identified health hazards.

To ensure the utility relocation work meets the City’s anticipated bid advertisement date of June 2020 staff and General Counsel negotiated an agreement with the City. The agreement requires the following:

1. TWA will provide construction administration and inspection for the utility work.
2. The City and TWA would provide separate bid packages and require potential bidders to bid on both the utility and roadway portions of the project to increase the possibility of awarding both contracts to one bidder.
3. TWA is required to make a good faith effort in awarding the utility contract to the City’s roadway low bidder. However, in the event the City’s selected roadway bidder has a high utility bid TWA retains the right to award the utility contract to the utility low bidder.

The interlocal agreement allows TWA to meet the City’s project schedule while ensuring the utility and roadway designs are coordinated to avoid design conflicts. The agreement increases the probability of one contractor performing the utility and
roadway construction. Construction of both contracts by a single contractor eliminates potential construction delay claims resulting from two contractors onsite simultaneously. The pre-design construction cost estimate for the utility relocation work is $200,000.00.

A design scope of services from Askey Hughey, Inc., the City’s roadway consultant and TWA Continuing Consultant, was approved by the Executive Director on August 13, 2019 in the amount of $60,810.00. Design is currently at 90% completion.

General Counsel has reviewed and approved the interlocal agreement.

**Total Costs:**
No cost associated with the agreement. Pre-design construction cost estimate for the utility relocation work is $200,000.00.

**Recommended Action:**
Staff recommends approval of the interlocal agreement between the City of Kissimmee and TWA for the Hudson Street Improvements project. Staff recommends giving the Executive Director the authority to make any changes to the agreement and execute the agreement if the City has non-material changes that do not change the cost of the project to TWA.

Initials: EM
INTERLOCAL AGREEMENT

between

CITY OF KISSIMMEE

AND

TOHO WATER AUTHORITY

relating to

HUDSON STREET

WATER AND SEWER UTILITY RELOCATION

This is an Interlocal Agreement between the City of Kissimmee, Florida, a municipal corporation, its successors and assigns; (the “CITY”) and Tohopekaliga Water Authority, an independent “Special District” created pursuant to Chapter 189, Florida Statutes, its successors and assigns (“TWA”), through its Board of Supervisors, and each party to this Interlocal Agreement represents as follows:

WITNESSETH

WHEREAS, the CITY plans to construct roadway improvements on Hudson Street which will permit the relocation of TWA water and sewer facilities along, adjacent to, and under the roadway (the “Roadway Project”); and

WHEREAS, Chapter 166, Florida Statutes, Municipalities, Section 166.021, Powers, authorizes the CITY to exercise any power for municipal purposes, except when expressly prohibited by law; and

WHEREAS, Section 10(l), Laws of Florida 2003-368, authorizes TWA to enter into interlocal agreements to provide for and maintain its facilities; and

WHEREAS, Section 163.01, Florida Statutes, the “Florida Interlocal Cooperation
Act of 1969”, as amended, authorizes local government units to enter into interlocal agreements for the mutual benefit of the governmental units; and

WHEREAS, TWA has expressed its desire to assume costs to be incurred for the relocation of TWA water and sewer facilities along, adjacent to, and under the Roadway Project and has requested the CITY to include in the construction of the Roadway Project certain plans and specifications to meet TWA’s needs (the “TWA Project”); and collectively, the TWA Project and the Roadway Project is referred to as the “Joint Project”;

WHEREAS, the plans for the Joint Project have been reviewed by the CITY and TWA, and are acceptable to both parties; and

WHEREAS, the CITY and TWA have determined that it shall serve the public interest and the economic advantage of both parties to enter into this Interlocal Agreement for cooperation in the construction of the Joint Project.

NOW THEREFORE, in consideration of the terms, conditions, promises, covenants and payments hereinafter set forth, the CITY and TWA agree as follows:

Section 1. Recitals Incorporated. The above recitals are true and correct and incorporated herein.

Section 2. Cooperate in Construction of Joint Project. The CITY and TWA shall cooperate in the construction of the Joint Project and shall coordinate the efforts of their contractors as is set out more fully in this Interlocal Agreement.

Section 3. Compliance with Applicable Laws and Regulations. Upon completion of the bidding process set forth in Section 5 of this Interlocal Agreement, the CITY will issue a Right-of-Way Utilization Permit to the contractor selected by TWA for
construction of the TWA Project. Construction of the TWA Project must be performed in accordance with all applicable laws, ordinances and regulations of the CITY Land Development Code, and standards and specifications that TWA will issue for the TWA Project (the “TWA Specifications”).

**Section 4. Preparation of Plans.** TWA has retained a consultant to prepare the design, plans, and specifications for the TWA.

TWA’s consultant will prepare all permit applications to the appropriate government entity for processing of the necessary construction permits related to the TWA Project.

The CITY and TWA shall coordinate the development of any design-related or construction-related changes to the Roadway Project plans and TWA Project plans. Costs associated with any errors, omissions, or changes in the design of the Roadway Project plans is the responsibility of the CITY and the costs associated with any errors, omissions, or changes in the design of the TWA Project plans is the responsibility of TWA.

**Section 5. Bid Requirements and Contracting.** The CITY and TWA agree to use separate contract documents for the Roadway Project and the TWA Project. However, both the CITY’s contract documents and TWA’s contract documents must include the TWA Specifications. In all contract documents, the design of the Roadway Project and TWA Project will be shown and presented on the same set of plans.

The CITY and TWA shall make a good faith effort to award the contract for the Roadway Project and the contract for TWA Project to the same most responsive and responsible bidder. The CITY shall, pursuant to its established purchasing policies and procedures, advertise for and receive bids for the Roadway Project and TWA Project
simultaneously. The specifications for the Roadway Project and TWA Project will be separately identified. Any person or firm desiring to bid will be required to provide a separate bid for TWA Project and a separate bid for the Roadway Project.

If the two contracts for the Roadway Project and the TWA Project cannot be awarded to the same bidder according to the criteria set forth in the CITY’s or TWA’s purchasing policies and procedures, then the CITY may award the Roadway Project to the lowest, most responsive and responsible bidder, and TWA may award the TWA Project contract to the most responsive and responsible bidder submitting the lowest bid therefore.

The CITY and TWA reserve the right to reject any and all bids and to waive formalities.

Section 6. Design Reimbursement and Construction Cost Sharing. The CITY and TWA agree to the following design reimbursements and construction cost sharing:

(a) The CITY agrees to allow TWA to utilize the design survey prepared by the CITY’s consultant for the Roadway Project at no expense to TWA.

(b) The CITY and TWA agree to include as a separate pay item or within the individual pay items in their respective bids mobilization and maintenance of traffic. In addition, all general condition related costs will be separated to the maximum extent possible.

(c) Prior to constructing the roadway sub-base, the CITY shall make every reasonable effort to remove muck and any other unsuitable materials from the roadway surface to be paved, and within a two to one horizontal to vertical slope of the road surface, to a depth not to exceed 10 feet. Removal of unsuitable material for TWA
Project work to be installed outside of this area will be performed by TWA’s contractor(s) for TWA Project.

In areas outside the roadway where both TWA Project construction and Roadway Project storm water management system construction require removal of unsuitable materials, the CITY and TWA shall equally share the cost of unsuitable material removal and replacement material on a pro rated basis according to impact.

When road construction requires fill greater than one foot, fill placement shall be coordinated with water main and sanitary main construction so that pressure mains may be installed with no greater than four feet of cover unless specified otherwise in TWA Project drawings.

(d) The CITY and TWA agree that each agency shall provide its own construction management and inspections for their respective construction projects.

Section 7. Project Coordination.

(a) TWA will make available all engineering, inspection, testing, administration, and supervision services related to TWA Project, and will make available to the CITY’s designed engineer with progress reports, diary records, and updated construction schedules. All field survey control for TWA Project will be furnished by TWA. CITY and TWA must coordinate the work of TWA’s contractor(s) for the TWA Project and the work of the CITY’s Project contractor(s) with each other and with other utilities or their contractor(s) in such a way as to ensure that TWA Project and the Roadway Project are constructed according to the plans, specifications, and schedules agreed upon by the CITY and TWA.

(b) All information related to, and all change orders or supplemental agreements pertaining to the TWA Project must be made available to the CITY by TWA,
at the expense of the CITY, and all information related to, and all change orders or supplemental agreements pertaining to the Roadway Project must be made available to TWA by the CITY at the expense of TWA.

(c) CITY and TWA shall each additionally:

1. Acquaint all contractor(s) with the schedule and stress items of work and materials that are critical to the coordination and completion of the Roadway Project and the TWA Project.

2. Discuss the schedule with potential contractors before bidding and at the pre-bid conference(s), and review each potential contractor’s submission and qualifications with regard to the ability of each of the contractors to perform the work in a good and workmanlike manner and to complete the work in the time set forth in the contract documents.

3. Include provisions in all contracts related to the Joint Project that require contractors to meet the Joint Project schedule as applies to each respective contractor.

4. Provide administrative, management, supervision, and related services as required to coordinate work of the contractors with each other to complete the projects in accordance with the contract documents and specifications. Provide sufficient organization, personnel, management and supervision to carry out the requirements of the work.

**Section 8. Administration Facilities.** The CITY and TWA must each provide its own separate construction administration facilities, as may be required. TWA shall waive all water and sewer impact fees for the CITY’s temporary field office.
**Section 9. Other Utility Construction.** The owner of a utility lying within the Hudson Street right-of-way which is in conflict with the Roadway Project or the TWA Project must be required to relocate the utility at its own expense, unless the conflicting utility lies within its own easement thereof. If the utility lies within its own easement and conflicts with the Roadway Project, then the CITY must bear the cost of relocation of the utility. If the utility lies within its own easement and conflicts with the TWA Project, then TWA must bear the cost of relocation of the utility. If the utility lies within its own easement and conflicts with both the Roadway Project and the TWA Project, the CITY and TWA shall bear the cost of relocation of the utility on a pro rata basis. The CITY and TWA shall coordinate their efforts in the relocation of conflicting utilities in a manner that does not cause unnecessary delay to the TWA Project contractor(s) or the Roadway Project contractor(s).

**Section 10. Damage to Installed Utilities or Other Work.** Damage to installed portions of the TWA Project caused by the CITY’s roadway construction must be replaced by CITY or its Roadway Project contractor(s) at no cost to TWA, provided TWA Project work which was damaged was installed according to schedules and specifications agreed upon by the CITY and TWA. Damage to installed Roadway Project work caused by the TWA Project construction must be replaced by TWA or its TWA Project contractor(s) at no cost to the CITY, provided the Roadway Project work which was damaged was installed according to schedules and specifications agreed upon by the CITY and TWA.

**Section 11. Maintenance of Constructed TWA Project.** Upon completion and acceptance by TWA of the TWA Project work, TWA shall own, control, and be responsible for all TWA Project improvements (the “Utility Improvements”). Additionally, TWA will maintain and keep in good repair all of TWA Project facilities or utilities within the right-of-way of Hudson Street so as to comply with all provisions
of law and City ordinances, resolutions, and applicable previous agreements between the parties to this Interlocal Agreement.

**Section 12. Maintenance of Constructed Roadway Project.** Upon completion and acceptance of the Roadway Project work, the CITY will own, control, and be responsible for all Roadway Project improvements, except for any Utility Improvements constructed as part of the Roadway Project. The CITY must maintain and keep in repair all of such constructed roadway facilities within the right-of-way of Hudson Street so as to comply with all provisions of law and of City ordinances, resolutions, and applicable previous agreements between the parties to this Interlocal Agreement. The CITY is not responsible to maintain any portion or segment of the TWA Project.

**Section 13. Liability and Insurance.** Both the CITY and TWA are responsible for all personal injury and property damage attributable to the negligent acts or omissions of that party and the officers and employees acting within the scope of their employment. In addition, each party is subject to the provisions of Section 768.28, Florida Statutes. Neither this provision nor any other provision of this Interlocal Agreement shall be construed as a waiver of sovereign immunity of either party.

Both the CITY and TWA must acquire and maintain throughout the term of this Interlocal Agreement such general liability insurance, automobile insurance, and worker’s compensation insurance as required by their current rules and regulations. Each party must require their respective contractor(s) and subcontractors of every tier to procure and maintain for the term of this Interlocal Agreement, including renewals, worker’s compensation insurance, commercial general liability insurance, comprehensive automobile liability insurance, and umbrella liability insurance as required by their current rules and regulations. The contractor(s) and subcontractor(s) of every tier for both parties must name both the CITY and TWA as a certificate holder
and as additional insured, to the extent of the services to be provided hereunder, on all required insurance policies except for the Worker’s Compensation policy.

Section 14. Disclaimer of Third-Party Beneficiaries. This Interlocal Agreement is for the benefit of the CITY and TWA and no right or cause of action shall accrue upon or by reason hereof, to or for the benefit of any third-party.

Section 15. Effective Date; Recording of Interlocal Agreement. This Interlocal Agreement will be effective on the date recorded with the clerk of the Circuit Court in and for Osceola County, Florida, in accordance with Subsection 163.01(11), Florida Statutes (the “Effective Date”). The CITY is responsible recording a fully executed original of this Interlocal Agreement.

Section 16. Term and Termination. The term of this Interlocal Agreement begins on the Effective Date and will continue until completion of construction of the Joint Project unless earlier terminated by mutual agreement of the CITY and TWA.

Section 17. Indemnification. TWA, to the extent provided by law, shall defend, save, and hold harmless the CITY from any and all legal actions, claims or demands by any person or legal entity against the CITY arising out of any negligent act of TWA’s officers, employees, servants, or agents, during construction of the TWA Project. The CITY, to the extent provided by law, shall defend, save, and hold harmless TWA from any and all legal actions, claims, or demands by any person or legal entity against TWA arising out of any negligent act of the CITY’s officers, employees, servants, or agents during construction of the Roadway Project.

Section 18. Notices. When either party desires to give form notice to the other concerning this Interlocal Agreement, it must be given by written notice, sent by certified United States mail, with return receipt requested, by hand delivery, or by
overnight carrier, and addressed to the party for whom it is intended, at the place last specified. For the present, the parties designate the following as the respective places for giving of notice:

For the CITY

City of Kissimmee
101 North Church Street
Kissimmee, Florida 34741
Attn: City Manager

For TWA

Tohopekaliga Water Authority
951 Martin Luther King Boulevard
Kissimmee, Florida 34741
Attn: Executive Director


(a) The CITY’s Director of Public Works and Engineering or a designee shall, on behalf of the CITY, be responsible for the day to day administration of this Interlocal Agreement, and for administration of construction contracts entered into pursuant to this Interlocal Agreement.

(b) TWA’s Director of Engineering Services or a designee shall, on behalf of TWA, be responsible for the day to day administration of this Interlocal Agreement, and for administration of construction contracts entered into pursuant to this Interlocal Agreement.

Section 20. Amendments. The parties agree that no modification, amendment, or alteration in the terms or conditions contained in this Interlocal Agreement shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.
Section 21. **Remedies.** The parties expressly agree that the consideration, in part, for each of them entering into this Interlocal Agreement is the willingness of the other to limit the remedies as provided herein. Except as otherwise provided herein, in redress for the failure of a party to perform its obligations under this Interlocal Agreement, the parties have only the following remedies available against each other: (i) action for specific performance, (ii) action for injunction, (iii) action for declaratory judgment regarding the rights and obligations of the parties; or (iv) any combination of the foregoing. The parties expressly waive their respective rights to sue for damages of any type for breach of or default under this Interlocal Agreement.

Section 22. **Attorney’s Fees; Waiver of Jury Trial; Venue.** In the event that he CITY or TWA is required to enforce this Interlocal Agreement by court proceedings or otherwise, by instituting suit or otherwise, then the parties shall be responsible for their own attorneys’ fees and costs of prosecuting or defending the action. The parties agree to waive trial by jury in any litigation arising out of this Interlocal Agreement. Venue for any litigation arising from this Interlocal Agreement shall lie in state court in Osceola County, Florida.

Section 23. **Arms Length Transaction.** The parties recognize that each contributed to the preparation, review, negotiation, and final drafting of this Interlocal Agreement. Accordingly, in construing this Interlocal Agreement, no provision of the agreement may be construed in favor of either party by virtue of the preparation, drafting, or negotiation.

Section 24. **Independent Contractors.** This Interlocal Agreement does not create an employee/employer relationship, joint venture, partnership, or other legal entity between the parties. Each party will retain sole and absolute discretion in the
judgment of the manner and means of carrying out that party’s activities and responsibilities hereunder.

Section 25. **Entire Agreement.** This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Interlocal Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements whether oral or written.

[Remainder of Page Intentionally Left Blank]
IN WITNESS WHEREOF, the CITY and TWA have made and executed this Interlocal Agreement on the respective dates under each signature: City of Kissimmee by its Mayor, and Tohopekaliga Water Authority, through its Board of Supervisors, signed by and through its Chairman, each authorized to execute same.

ATTEST: 

BOARD OF SUPERVISORS
TOHOPEKALIGA WATER AUTHORITY

__________________________
William Land
Secretary

__________________________
Clarence L. Thacker, Chairman

This ____ day of ____________, 2020

ATTEST: 

CITY OF KISSIMMEE, FLORIDA

__________________________
Jose Alvarez, Mayor

__________________________
Print Name: ______________________
Title: ____________________________

This ____ day of ____________, 2020
Title: Additional Scope of Engineering Services for LS-97 Emergency Repair

Summary:

The Board is requested to approve an additional scope of engineering services for the Wastewater Lift Station 97 Emergency Rehabilitation Project ("Project") with the project engineering consultant, Tetra Tech Inc., in the amount of $9,886 and to approve contingency spending for engineering services up to $10,000.

Wastewater Lift Station 97 ("LS-97"), a high-flow master lift station located at the intersection of Formosa Gardens Blvd. and Formosa Blvd., developed significant settling of the lift station site in February 2019. Closed Circuit Television videos revealed groundwater leaks at the points of connection between the underground piping and the concrete wetwell structures. A substantial underground void developed through migration of soil into the wetwell, resulting in the settling of the station. In-situ soil stabilization and trenchless pipe rehabilitation techniques were applied to address the groundwater leaks and stabilize the site. During this period, Tetra Tech evaluated the site and developed engineering documents for site rehabilitation work. The rehabilitation construction contract was bid and awarded to Prime Construction, a TWA continuing contractor, on February 12, 2020.

Following the award of the site rehabilitation construction contract, further settlement of the site was observed; subsequent survey of the site confirmed the soil near the east wetwell had settled an additional 3 inches but no additional settlement of the concrete wetwell structure has occurred. Initialization of the rehabilitation work has been placed on hold to allow further geotechnical evaluation of the site, currently underway. A wastewater bypass system has been installed by Prime Construction to allow investigation of the settlement, prevent potential wastewater spills in the event further site settlement causes failure of the lift station piping, and allow de-energizing the entire station to address unsafe electrical conditions caused by the settlement.

The requested engineering scope is necessary to survey the site, coordinate with Osceola County for partial roadway closure as required for the bypass system, prepare a conceptual geotechnical investigation plan based on the survey results for use by the geotechnical consultant, review the geotechnical investigation results, and provide
recommendations. Due to the emergency nature of this project, Tetra Tech has completed the survey, coordination with the County, and conceptual geotechnical investigation plan in advance of scope approval.

Modification to the existing rehabilitation project design is not included in this scope and would be funded, if required, by the requested design contingency.

This project will be funded by budgeted gravity sewer and/or lift station rehabilitation funds.

**Total Costs:**

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<th>Cost</th>
<th>Description</th>
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<td>Design and construction approvals to date</td>
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<td>Requested engineering services contingency</td>
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<td>$1,288,585</td>
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**Recommended Action:**

Staff recommends approval of the additional scope of engineering services with Tetra Tech, Inc. in the amount of $9,886 and approval of contingency spending for engineering services up to $10,000 for the Project. The Board is advised additional contingency funds may be processed as an emergency authorization pursuant to the procurement policy if conditions warrant.

Initials: ghe
March 31, 2020

Mr. George Eversole, P.E.
Toho Water Authority
951 Martin Luther King Blvd.
Kissimmee, FL 34741

Subject: Professional Engineering Services for the Lift Station 97 Rehabilitation – Additional Services

Tt # 200BP Toho

Dear Mr. Eversole:

Tetra Tech is pleased to furnish this proposal for professional engineering services to assist the Toho Water Authority (TWA) with the above-referenced project. A detailed scope of services and compensation summary are attached hereto.

We look forward to providing these services to the TWA. If you should have any questions, please do not hesitate to contact me at 407-839-3955.

Very truly yours,

Tetra Tech

Jon D. Fox, P.E.
Vice President

Attachments

C: Janine M. Alexander, P.E., Tetra Tech

JDF/ab/LS 97 Rehab/Add Serv/Eversole_033120.docx
TOHO WATER AUTHORITY

LIFT STATION 97 REHABILITATION PROJECT

ADDITIONAL SCOPE OF SERVICES

I. BACKGROUND

Tohopekaliga Water Authority (TWA) owns and operates the Lift Station 97 located on the corner of Formosa Blvd and Sandhill Road. Lift Station 97 includes two wet wells interconnected with a 24-inch ductile iron sanitary line. One of the wet wells at Lift Station 97 (LS 97) has experienced settling and has settled approximately 10-inches to date. Due to the settlement, TWA has prioritized this issue for rehabilitation and has requested Tetra Tech provide a proposal to assist in assessing the rehabilitation required to address damage to equipment and piping resulting from the settling and provide design and bidding/construction administration services related to the proposed rehabilitation.

Tetra Tech provided engineering services to assist TWA with rehabilitation recommendations at LS 97. TWA staff used their continuing geotechnical engineers (GEC) to perform a soils investigation and provide chemical injection grouting recommendations to address the cause of settling. Soil stabilization services were contracted directly through TWA and multiple products were used to eliminate infiltration around the lift station equalization piping with additional injections being performed around the two 10-foot diameter wetwells. Subsequent to the site being considered stabilized and the infiltration around the equalization piping no longer evident, Tetra Tech prepared engineering plans and specifications for rehabilitation of the site and wetwells which were bid and awarded to a TWA continuing contractor. Prior to commencement of construction, a site inspection by TWA lift station staff identified that the site was continuing to settle, and a depression was evident above the equalization piping with settlement also evident at other locations across the site.

Professional services provided herein will be performed in accordance with TWA/Tetra Tech Continuing Water, Wastewater and Reuse Related Consulting Services 2012 selection agreement dated October 24, 2012.

Janine Alexander, P.E., will serve as the Project Manager with other Tetra Tech staff serving as support. Wekiva Engineering will provide structural support and design.

II. SCOPE OF SERVICES

Tetra Tech will provide the following scope of services to assist TWA.

A. Site Meetings

Tetra Tech will perform up to three (3) site meetings with TWA staff, the selected contractor, and others as necessary to coordinate bypass setup measures, settlement investigations, and other efforts to place the lift station on bypass and to perform additional investigations as necessary.
B. **Coordination with Osceola County**

Tetra Tech will coordinate with Osceola County for the temporary roadway closure for bypass pumping setup and to allow for work at the site limits. Coordination efforts include up to 8 hours of time.

C. **Site Surveying**

Tetra Tech will perform additional site surveying to obtain topographic survey and spot shots within the site limits for comparison with prior surveying and to identify potential settlement at various locations of the site.

D. **Geotechnical Boring Recommendations and Review**

Tetra Tech will prepare a conceptual exhibit for use by TWA’s continuing geotechnical consultant for soil borings to be performed up to fifty feet deep around the northern perimeter of the site, review the geotechnical report and provide recommendations for rehabilitation based on geotechnical boring findings.

III. **SERVICES NOT INCLUDED**

1. Design: No design recommendations are included in this scope of services.

IV. **COMPENSATION SUMMARY**

The compensation for the Scope of Services described above will be performed on a time and materials basis with a not-to exceed limit of **$9,886**. Attachment B presents a detailed breakdown of the estimated hours and compensation for the Scope of Services.

V. **SCHEDULE**

The schedule is on-going currently.
## LS 97 Additional Services

**Submitted to:** Toho Water Authority (Attn: George Eversole)

**Contract Type:** T&M

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**Pricing by Resource**

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**Task Pricing Totals**

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Per the terms, conditions, and specifications of the Tohopekaliga Water Authority (TWA) with Tetra Tech, Inc.

for Lift Station 97 Rehabilitation Project - Additional Services (project)

the following described changes are agreed to and are hereby accepted and incorporated:

**DESCRIPTION OF ASSIGNMENT:**

Refer to Scope of Services Attached.

**FORM OF COMPLETED DELIVERABLES:**

Refer to Scope of Services Attached.

**BASIS OF PAYMENT:** Services shall be made on the basis of **Time & Materials Not to Exceed** method in accordance with the Agreement, the total not to exceed $101,890 without further authorization from TWA.

**ESTIMATED DATE OF COMPLETION:** This assignment shall be completed within 120 calendar days from the receipt of this fully executed Addendum or 120 calendar days from receipt of TWA provided information which will enable the Engineer to proceed with this work assignment.

| Previous Contract Total Dollars: | $ 92,004 |
| NET Dollars for this Change (Addition/Subtraction): | $ 9,886 |
| **NET CONTRACT TOTAL DOLLARS:** | $ 101,890 |

Accepted By: ______________________________ Requested By: _____________________________

Title/Position: _____________________________ Approved By: _____________________________

Company Name: ___________ Board of Supervisors Approval Date: _______________

- Jon D. Fox, P.E., Vice President
- George H. Eversole, Project Manager
- Todd P. Swingle, Executive Director
Title: CONSTRUCTION CONTINGENCY FOR BYPASS PUMPING FOR LS-97 EMERGENCY REPAIR

Summary:

The Board is requested to approve additional construction contingency spending for the Wastewater Lift Station 97 Emergency Rehabilitation Project (“Project”) for bypass pumping and related traffic control devices up to the amount of $100,000.

Wastewater Lift Station 97 (“LS-97”), a high-flow master lift station located at the intersection of Formosa Gardens Blvd. and Formosa Blvd., developed significant settling of the lift station site in February 2019. Closed Circuit Television videos revealed groundwater leaks at the points of connection between the underground piping and the concrete wetwell structures. A substantial underground void developed through migration of soil into the wetwell, resulting in the settling of the station. In-situ soil stabilization and trenchless pipe rehabilitation techniques were applied to address the groundwater leaks and stabilize the site. During this period, TWA’s design consultant for the project, Tetra Tech, Inc., evaluated the site and developed engineering documents for site rehabilitation work. The rehabilitation construction contract was bid and awarded to Prime Construction, a TWA continuing contractor, on February 12, 2020.

Following the award of the site rehabilitation construction contract, further settlement of the site was observed; subsequent survey of the site confirmed the soil near the east wetwell had settled an additional 3 inches but no additional settlement of the concrete wetwell structure has occurred. Initialization of the rehabilitation work has been placed on hold to allow further geotechnical evaluation of the site, currently underway. A wastewater bypass system has been installed by Prime Construction to allow investigation of the settlement, prevent potential wastewater spills in the event further site settlement causes failure of the lift station piping, and allow de-energizing the entire station to address unsafe electrical conditions caused by the settlement.

The additional settling and delay to construction will result in compensable bypass pumping costs in excess of the original contract work. These additional costs are estimated to be $10,000 for bypassing around the on-site above-ground piping instead of utilizing the existing bypass connection point to prevent a potential wastewater spill...
Board Meeting Date: 5/13/2020

Category: Consent Agenda  
Agenda Item: 7T

and $90,000 for two additional months of bypass pumping and traffic control during the geotechnical evaluation.

This project will be funded by budgeted gravity sewer and/or lift station rehabilitation funds.

Total Costs:
- $1,168,699 Design and construction approvals to date
- $9,886 Additional engineering services scope, pending separate Board approval of agenda item 7S
- $10,000 Engineering services contingency, pending separate Board approval of agenda item 7S
- $100,000 Requested bypass pumping contingency
- $1,288,585 Total project cost

Recommended Action:
Staff recommends approval of additional construction contingency spending for bypass pumping and related traffic control up to the amount of $100,000. The Board is advised additional contingency funds may be processed as an emergency authorization pursuant to the procurement policy if conditions warrant.

Initials: ghe
Location Map
LS-97 Bypass Pumping Contingency
TITLE:
APPROVAL OF THE SECOND AMENDMENT OF THE AGREEMENT WITH
TELETRAC NAVMAN US LTD. FOR GPS FLEET TRACKING EQUIPMENT,
SOFTWARE, AND MAINTENANCE (RFP-14-004)

Summary:

On October 22, 2014, the Board approved a contract with Teletrac, Inc. ("Teletrac") for
global positioning system tracking units and service under contract #RFP-14-004 (the
"Original Agreement"). In July 2017, TWA and Teletrac executed an amendment and
assignment agreement under which Teletrac made upgrades to certain services and
equipment, and assigned its rights, title, interest, and obligation to its sister corporation,
Teletrac Navman US Ltd. (the "Contractor").

TWA installed the GPS fleet tracking equipment (the "Equipment") in the fleet of nearly
200 vehicles that it currently maintains. The Equipment tracks the movement of vehicles
to allow for a more efficient distribution of work by providing the following:

1. Better logistics and on-board navigation;
2. Better tracking and reporting of safety incidents;
3. Improved internal communication and two-way messaging;
4. Reduced fuel usage; and
5. Reduced unauthorized vehicle use.

Staff requests approval of the attached Second Amendment to extend the term of the
Original Agreement, through December 31, 2020, and increase the contract award to
cover the subscription service renewals for 235 units. The annual subscription service
fee is $420 per unit, for a total amount of $98,700 for the renewal period, and a total
not-to-exceed amount of $531,900 for the term of the Agreement.

Total Cost:
A not-to-exceed amount of $102,900, which includes subscription renewal fees for the
existing 235 units through December 31, 2020, with a $4,200 contingency for up to 5
additional units.

Recommended Action:
Staff recommends approval of the Second Amendment to the Agreement for GPS
Tracking Units for Fleet extending the term of the Agreement through December 31,
2020, and a $98,700 increase in contract award. Staff requests a $4,200 contingency
and authorization for the Executive Director to execute any such documents as are
necessary to expend such contingency up to the total not-to-exceed amount limit
approved by the Board.

Initials: CW/FH
SECOND AMENDMENT OF THE AGREEMENT FOR GPS TRACKING UNITS FOR FLEET
RFP-14-004

THIS SECOND AMENDMENT OF THE AGREEMENT FOR GPS TRACKING UNITS FOR FLEET (the “Second Amendment”) is made and entered between Tohopekaliga Water Authority, an independent special district established and created pursuant to Chapter 189, Florida Statutes, by special act of the Florida Legislature, whose mailing address is 951 Martin Luther King Boulevard, Kissimmee, Florida 34741 (the “AUTHORITY”), and Teletrac Navman US LTD Corporation, a Florida foreign corporation, 208 South Lasalle Street, Suite 814, Chicago, IL 60604 (the “CONTRACTOR”). The AUTHORITY and CONTRACTOR may individually be referred to as a “Party” and collectively as the “Parties.”

WITNESSETH:

WHEREAS, on October 22, 2014, the Board approved a contract for global positioning system tracking units and service, to be provided by Teletrac Navman US LTD Corporation, (“Teletrac”) under contract #RFP-14-004 (the “Original Agreement”); and

WHEREAS, in July 2017, the AUTHORITY and Teletrac amended the Original Agreement, through the execution of the Amendment to and Assignment #1 of the Agreement between Tohopekaliga Water Authority and Teletrac, Inc. (the “First Amendment”), under which Teletrac, Inc. made upgrades to certain services and equipment, and assigned its rights, title, interest, and obligations under the Original Agreement to the CONTRACTOR; and

WHEREAS, pursuant to Section 24, Modification, the covenants, terms and provisions of the Original Agreement may be modified by way of a written instrument, mutually accepted by the Parties; and

WHEREAS, the Parties desire to enter into this Second Amendment to extend the term of the Original Agreement for an additional year and increase the overall contract award amount.

NOW, THEREFORE, in consideration of the mutual covenants, terms, and provisions contained herein, the Parties agree as follows:

1. RECITALS. The above recitals are true and correct and hereby incorporated into this Second Amendment by this reference.

2. Section 1 of the Original Agreement, titled “Term,” is hereby repealed and replaced as follows:

SECTION 1. TERM

The term of this Agreement is extended through December 31, 2020, after which the term may be extended upon mutual agreement of both Parties, when in the best interest of the Authority.
3. Section 5, titled “Compensation,” is hereby repealed and replaced as follows:

SECTION 5. COMPENSATION

A. The amount to be paid under this Agreement for GPS fleet tracking equipment, software, and maintenance services shall not exceed Ninety-Eight Thousand Seven Hundred Dollars ($98,700) annually, for a total-not-to-exceed Five Hundred Thirty-One Thousand Nine Hundred ($531,900) for the term of the Agreement.

B. Compensation for services completed by the CONTRACTOR shall be paid in accordance with section 218.70, Florida Statutes, Florida’s Prompt Payment Act.

C. Services to be performed in accordance with this Agreement are subject to the annual appropriation of funds by the AUTHORITY. The AUTHORITY reserves the right, in its sole discretion, to forego use of the CONTRACTOR for any project that may fall within the Scope of Services listed herein. In the event the AUTHORITY is not satisfied with the services provided by the CONTRACTOR, the AUTHORITY will hold any amounts due until such time as the CONTRACTOR has appropriately addressed the problem to the satisfaction of the AUTHORITY.

4. Section 33, titled “Public Records Compliance,” is created to read as follows:

SECTION 33. PUBLIC RECORDS COMPLIANCE.

A. 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 the following:

Records Retention
951 Martin Luther King Blvd.
Kissimmee, Florida 34741
(407) 483-3822
publicrecordsrequests@tohowater.com

B. The CONTRACTOR understands that, by virtue of this Agreement, all of its documents, records and materials of any kind, relating to the relationship created hereby, shall be open to the public for inspection, in accordance with Florida law. If CONTRACTOR shall act on behalf of the AUTHORITY, as provided under section 119.011(2), Florida Statutes, as amended, the CONTRACTOR, subject to the terms of section 287.058(1) (c), Florida Statutes, as amended, and any other applicable legal and equitable remedies, shall:
1) Keep and maintain public records that ordinarily and necessarily would be required by the AUTHORITY in order to perform the Service; and

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 Florida law; and

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 Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirement. All records stored electronically must be provided to the AUTHORITY in a format that is compatible with the information technology systems of the AUTHORITY; and

5) If the CONTRACTOR does not comply with a public records request, the AUTHORITY shall enforce the contract provisions in accordance with the Agreement.

5. Section 34, titled “Signatory,” is created to read as follows:

SECTION 34. SIGNATORY.

Each signatory below represents and warrants that he or she has the full power, and is duly authorized by their respective Party, to enter into and perform under this Agreement. Such signatory further represents that he or she has full reviewed and understands the terms and conditions set forth in this Agreement, including exhibits, and fully intends to abide by and comply with all of the terms and conditions set forth herein.

6. Section 35, titled “Counterparts, Electronic Transaction, and Electronic Signatures,” is created to read as follows:

SECTION 35. COUNTERPARTS, ELECTRONIC TRANSACTION, AND ELECTRONIC SIGNATURES.

This Agreement may be electronically executed by the Parties in counterparts up to but not exceeding the number of parties, each of which shall be deemed an original and all of which, taken together, shall constitute one agreement. Each Party may deliver its executed signature page by email transmission to the other
Parties at the email addresses set forth herein. Delivery shall be effective and complete upon completion of such email transmission. The Parties agree that electronic signatures may be used in the execution of this Agreement in accordance with Parts I and II of Chapter 668, Florida Statutes.

7. These changes shall be effective upon this Second Amendment being executed by both Parties.

8. The terms and conditions of the original Agreement and any subsequent Amendment(s) shall remain in full force and effect. To the extent of any conflict between this Second Amendment and the original Agreement or any prior Amendment(s) thereto, the terms and conditions of this Second Amendment shall prevail.

[THIS SPACE IS INTENTIONALLY LEFT BLANK]
IN WITNESS WHEREOF, the Parties hereto, by their duly authorized representatives, have executed this Second Amendment effective the ____ day of _______________, 2020.

TELETRAC NAVMAN US LTD

By: ______________________
Print Name: ________________
Title: ______________________
Address: ____________________

Attest: ______________________
Print Name: __________________

TOHOPEKALIGA WATER AUTHORITY

By: ______________________
Print Name: Todd P. Swingle
Title: Executive Director

Attest: ______________________
Print Name: Anthony J. Cotter
Title: General Counsel
Address: 951 Martin Luther King Blvd.
         Kissimmee, Florida 34741

STATE OF ________________
COUNTY OF ______________

The foregoing instrument was executed before me by means of [ ] physical presence or [ ] online notarization this ____ day of ______________, 2020, by ____________________ as ____________________ of Teletrac Navman US, LTD., a Florida foreign corporation, on behalf of the corporation. He/she is personally known to me OR has produced ________________ as identification.

(Stamp)

Notary Public

My Commission Number:_______

My Commission Expires:_______
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## Teletrac Navman

Teletrac Navman US Ltd.
7391 Lincoln Way
Garden Grove, CA 92841-1426
Phone:  (800) 800-7100
www.TeletracNavman.com

**Invoice Number:** 91860560  
**Invoice Date:** 01/01/20  
**Due Date:** 01/31/20  
**Account Number:** 139755  
**Total Due:** $98,700.00

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**Notes:**

TO MAKE A PAYMENT OR ACCESS YOUR ACCOUNT USE HTTPS://TN.LINK/BILL OR SEND PAYMENTS TO ABOVE REMIT TO ADDRESS.

SEND ALL OTHER CORRESPONDENCE TO:
7391 LINCOLN WAY
GARDEN GROVE, CA 92841-1428

FOR TECHNICAL SUPPORT, EMAIL US.CUSTOMERSUPPORT@TELETRACNAVMAN.COM.

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Board Meeting Date: 5/13/2020

Category: Consent Agenda

Agenda Item: 7V

Department: Procurement Services

Attachments:
Agreement with Prime Construction Group, Inc. to replace gravity sewer main linings, laterals, and manholes

Title:
APPROVAL OF AGREEMENT WITH PRIME CONSTRUCTION GROUP, INC. FOR LS-28 VALENCIAN GRAVITY SEWER MAIN PROJECT (IFB-20-070)

Summary:

As part of Toho Water Authority’s strategic plan to address aging infrastructure, the Engineering Services Department determined those areas in the greatest need of rehabilitation. Field Services staff developed a WIFIA compliant scope of services, for completion by a contractor, which will be part of the $81,200,000 WIFIA gravity sewer rehabilitation project. The awarded contractor will replace gravity sewer mains, laterals, and manholes; rehabilitate gravity sewer mains and laterals by Cured-In-Place-Pipe (CIPP) lining; and rehabilitate manholes by sealing and coating in the Dorado Service area.

The repairs addressed by this bid have been included in past emergency status reports to the Board. The project addresses emergency repairs and additional rehabilitation identified as part of the WIFIA cleaning and inspection project. Specific activities include:

- cleaning and televising (CCTV) of 2,040 feet of 8-inch gravity mains;
- lining of 1,718 feet of 8-inch gravity mains;
- removal and replacement of 136-feet of gravity mains with 8-inch PVC;
- removal and replacement of 30-feet of force main with 4-inch DR-18 PVC;
- replacement of two 4-foot diameter sewer manholes;
- sealing and coating of five 4-foot diameter sewer manholes;
- removal and replacement of one sewer manhole chimney;
- lining of six laterals on 8-inch gravity mains; and
- lift station #28 electrical improvements.

This project is located off W. Donegan Ave., west of John Young Blvd., as shown in the exhibit below.
Bid documents, with the specified scope of work, were advertised in the Orlando Sentinel and via Demandstar and VendorLink, online bid notification systems, from February 20, 2020, through March 19, 2020. Three firms responded to the bid invitation; however, one of the three submitted the wrong bid form. That bid was deemed non-responsive and removed from consideration. A summary of the remaining three bids follows:

<table>
<thead>
<tr>
<th>Bidder</th>
<th>Total Bid</th>
</tr>
</thead>
<tbody>
<tr>
<td>Prime Construction Group, Inc.</td>
<td>$944,000.00</td>
</tr>
<tr>
<td>VK Jensen Enterprises, Inc.</td>
<td>$952,167.90</td>
</tr>
</tbody>
</table>

*Mercon Construction submitted a bid on the wrong bid form and was therefore considered non-responsive.

Because of KUA’s project required involvement and force main condition uncertainty, staff is requesting a 15% contingency ($141,600) be provided for this project.

Work will be funded through budgeted gravity sewer rehabilitation funds.
Board Meeting Date: 5/13/2020

Category: Consent Agenda  
Agenda Item: 7V

Total Costs: $1,085,600 ($944,000 plus a 15% contingency or $141,600)

Recommended Action:

Staff recommends the approval of the Agreement with Prime Construction Group, Inc. for the LS-28 Valencia Gravity Sewer Main Project (IFB-20-070) for the bid price of $944,000. Staff recommends approval of a $141,600 (15%) contingency for other unforeseen circumstances during the construction phase of this work resulting from dynamic field conditions or jurisdictional requirements. Staff requests authorization of Executive Director to execute any such documents as are necessary to expend such contingency up to the total not-to-exceed amount limit approved by the Board.

Initials: fh,tan
THIS AGREEMENT is dated as of the _________ day of May in the year 2020 by and between the Tohopekaliga Water Authority, an independent special district established and created pursuant to Chapter 189, Florida Statutes, by special act of the Florida Legislature, 951 Martin Luther King Boulevard, Kissimmee, Florida 34741 (the “AUTHORITY” or “TWA”) and Prime Construction Group, Inc., a Florida profit corporation, with its principal address located at 1000 Jetstream Drive, Orlando, Florida 32824 (the “CONTRACTOR”).

TWA and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

ARTICLE 1. WORK

CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

Replace gravity sewer mains, laterals, and manholes, and rehabilitate gravity sewer mains and laterals by Cured-In-Place-Pipe (CIPP) lining, and rehabilitate manholes by sealing and coating, within the Dorado service area.

The project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows:

LS #28/VALENCIAN GRAVITY SEWER REHABILITATION

ARTICLE 2. ENGINEER

2.1 DESIGN ENGINEER as named in the Contract Documents shall mean:

2.2 ENGINEER will be named at the Preconstruction Conference.

ARTICLE 3. CONTRACT TIME

3.1 The provisions regarding Contract Time and Liquidated Damages set forth in the Bid Form and may also be set forth in the Supplementary Conditions.

ARTICLE 4. CONTRACT PRICE

4.1 TWA shall pay CONTRACTOR for performance of the Work in accordance with the Contract Documents on the basis of the prices indicated on the Bid Form.

ARTICLE 5. PAYMENT PROCEDURES

CONTRACTOR shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by ENGINEER as provided in the General Conditions.

5.1 Progress Payments. TWA shall make progress payments on the basis of CONTRACTOR's Applications for Payment as recommended by ENGINEER, in accordance with Article 14 of the General Conditions.
5.1.1 Prior to Substantial Completion progress payments will be in an amount equal to ninety percent (90%) of the Work completed, and at the option of the TWA, the TWA may pay an amount equal to ninety percent (90%) of materials and equipment not incorporated in the Work but delivered and
suitably store, less in each case the aggregate of payments previously made. In no event shall payments for materials and equipment stored on site exceed ninety percent (90%) of the value of the related cost for the specific item of work shown in the breakdown of Contract Price regardless of the stated value of the materials or equipment. TWA may, at its sole option, pay an amount equal to ninety percent (90%) of materials and equipment not incorporated in the Work stored off-site if stored in a manner acceptable to TWA, as stated above for on-site stored materials. When payment to CONTRACTOR is made for stored materials and equipment, CONTRACTOR shall submit invoices marked paid by the supplier with the next month’s request for payment to document that CONTRACTOR has paid for said materials and equipment or the previously paid amount for stored materials shall be deducted from any remaining payment(s) or retainage for any stored materials not so properly documented.

5.1.2 Upon Substantial Completion of all the Work, TWA may at its option pay an amount sufficient to increase total payments to CONTRACTOR to ninety-five percent (95%) of the value of the substantially completed work. TWA will consider recommendations of ENGINEER in accordance with Article 14 of the General Conditions.

5.2 Final Payment. Upon final completion and acceptance of the Work in accordance with paragraph 14.9.1 of the General Conditions, TWA shall pay the remainder of the Contract Price as provided in said paragraph 14.9.1

ARTICLE 6. RETAINAGE IN ANTICIPATION OF LIQUIDATED DAMAGES

TWA may withhold additional retainage if CONTRACTOR is behind schedule and it is anticipated by TWA that the Work will not be completed within the Contract Time. The retainage may equal but not exceed $500 per day as defined as liquidated damages for failure to meet the substantial completion date.

ARTICLE 7. CONTRACTOR’S REPRESENTATIONS

In order to induce TWA to enter into this Agreement, CONTRACTOR makes the following representations:

7.1 CONTRACTOR has familiarized himself with the nature and extent of the Contract Documents, Work, locality, weather, and with all local conditions and federal, state and local laws, ordinances, rules, policies and regulations that in any manner may affect cost, progress or performance of the Work.

7.2 CONTRACTOR has studied carefully all reports of investigations and tests of subsurface and latent physical conditions of the site or otherwise affecting cost, progress or performance of the Work which were relied upon by ENGINEER in the preparation of the Drawings and Specifications and which have been identified in the Contract Documents.

7.3 CONTRACTOR has made or caused to be made examinations, investigations and tests and studies of such reports and related data in addition to those referred to in paragraph 7.2 as he deems necessary for the performance of the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents; and no additional examinations, investigations, tests, reports or similar data are or will be required by CONTRACTOR for such purposes.

7.4 CONTRACTOR has correlated the results of all such observations, examinations, investigations, tests, reports and data with the terms and conditions of the Contract Documents.

00500 - 3
7.5 CONTRACTOR has given ENGINEER written notice of all conflicts, errors or discrepancies that he has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR.

ARTICLE 8. CONTRACT DOCUMENTS

The Contract Documents which comprise the entire agreement between TWA and CONTRACTOR are made a part hereof and consist of the following:

8.1 This Agreement.
8.2 Certificates of Insurance.
8.3 Payment Bond and Performance Bond (or Public Construction Bond as required by the Contract Documents).
8.4 Notice of Award.
8.5 General Conditions.
8.6 Supplementary Conditions
8.7 Supplemental General Conditions for Federally Assisted Construction Contracts.
8.8 Specifications bearing the title and consisting of the divisions as listed in table of contents thereof.
8.9 Drawings, as listed in the Index of Drawings Section 01000 of the General Requirements.
8.10 Addenda numbers 1 to 2, inclusive.
8.11 CONTRACTOR's Bid (including documentation accompanying the bid and documentation prior to Notice of Award).
8.12 Documentation submitted by CONTRACTOR prior to Notice of Award.
8.13 Any Modification, including Change Orders and Field Orders, duly delivered after execution of Agreement.
8.14 Invitation for Bid, Instruction to Bidders, Bid Bond and Affidavit of Non-Collusion, Proposal, Notice to Proceed, and Sworn Statement.
8.15 Certificate of Substantial Completion, Certificate of Final Inspection and Contractor's Release.

There are no Contract Documents other than those listed above in this Article 8. The Contract Documents may only be altered, amended or repealed by a Modification (as defined in Section 1 of the General Conditions).

ARTICLE 9. MISCELLANEOUS

9.1 Terms used in this Agreement which are defined in Article 1 of the General Conditions shall have the meanings indicated in the General Conditions.

9.2 No assignments by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound and
any such assignment shall be void and of no effect; and specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

9.3 TWA and CONTRACTOR each binds himself, his partners, successors, assigns and legal representatives to the other party hereto, his partners, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.

9.4 Waiver of Jury Trial; Legal Costs. It is mutually agreed by and between the Contract and OWNER that each of the parties do hereby waive trial by jury in any action, proceeding or claim which may be brought by either of the parties hereto against the other on any matters concerning or arising out of this Agreement. In any such action, the prevailing party shall be entitled to an award of fees and charges of attorneys, engineers, architects and other professionals and court costs, including those incurred in appellate proceedings.

ARTICLE 10. OTHER PROVISIONS

In consideration of the CONTRACTOR's Indemnity Agreement as set out in the Contract Documents, TWA specifically agrees to give the CONTRACTOR $944,000.00 and other good and valuable consideration, receipt of which is hereby acknowledged.

(This portion intentionally left blank)
IN WITNESS WHEREOF, the parties hereto have signed three (3) copies of this Agreement. At least one counterpart each has been delivered to TWA and CONTRACTOR. All portions of the Contract Document have been signed or identified by TWA and CONTRACTOR or by ENGINEER on their behalf. This Agreement will be effective on _______________________, 2020.

TOHOPEKALIGA WATER AUTHORITY

____________________________
Chairman, Board of Supervisors

By _________________________
(CORPORATE SEAL)

____________________________
Attest: _______________________
Title _________________________
(CORPORATE SEAL)

____________________________
Title _________________________

____________________________
Address for giving notices:

____________________________

____________________________

____________________________

CONTRACTOR

____________________________

By _________________________
Name _________________________
(Type)

____________________________
Title _________________________

____________________________
Address for giving notices:

____________________________

____________________________

APPROVED AS TO FORM AND LEGALITY
For the use and reliance of the
Tohopekaliga Water Authority only
____________________________, 2020

____________________________
TWA Attorney
Kissimmee, Florida

____________________________
Agent for service of process:

Name _________________________

____________________________
Street Address __________________

____________________________
City, State and Zip

END OF SECTION
Board Meeting Date: 5/13/2020

Category: Consent Agenda

Department: Procurement Services

Attachments: None.

Title:
APPROVAL OF MAY ASSET DISPOSAL

Summary:
Asset disposal is a requirement set forth in Chapter 274, Florida Statutes that is intended to maximize returns on excess and surplus property by transferring the property or disposing of it through a public auction, bid, posted prices, trade-in, or donation. A list has been compiled of the Authority’s inventory items examined and recommended for disposal. If approved, these inventory items will be disposed of and written-off the accounting ledgers.

Items marked for donation - Staff requests the Board’s approval to dispose of the computer items listed below through a donation. If these items are not claimed or requested by a non-profit within three months, they will be recycled. On June 11, 2008, the Board approved donating surplus computers to non-profit organizations on a first come first serve basis regardless of business location or where services were provided. In order for an agency to be declared as non-profit, they must show documentation that they are certified as a 501 (c)(3) organization by the IRS. On April 25, 2012, the Board updated this policy to have items donated to organizations and schools located in the Authority’s service area before donating the same to other 501 (c)(3) organizations or schools.

Items marked for auction – Staff requests the Board’s approval to dispose of the items listed below through online auction. Disposal of the vehicles retires them from the Authority’s fleet and removes the related insurance carrying costs.

Items marked for disposal – Staff requests approval from the Board to discard items marked for disposal. These items have been tested by Information Technology staff who determined these items are unable to be repaired.

Items marked for recycling – Staff requests approval from the Board to sell metal materials for salvage value through recycling.
**Board Meeting Date:** 5/13/2020  

**Category:** Consent Agenda  

**Agenda Item:** 7W  

<table>
<thead>
<tr>
<th>TAG#</th>
<th>ITEM &amp; DESCRIPTION</th>
<th>SERIAL # / VIN #</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td><strong>Items marked for donation</strong></td>
<td></td>
</tr>
<tr>
<td>N/A</td>
<td>Color Laser Jet Enterprise M651</td>
<td>JPCCJ8T0RG</td>
</tr>
<tr>
<td>18916</td>
<td>Ford Escape (2009) (WS-438)</td>
<td>1FMCU49309KB80776</td>
</tr>
<tr>
<td></td>
<td><strong>Items marked for auction</strong></td>
<td></td>
</tr>
<tr>
<td>205005</td>
<td>Ford F-350 XL with Crane (WS-405)</td>
<td>1FTWF32R78EA86136</td>
</tr>
<tr>
<td>226954</td>
<td>Kohler Portable Generator #180ROZJ71 (WS-168)</td>
<td>362264</td>
</tr>
<tr>
<td>14815</td>
<td>John Deere Backhoe</td>
<td>T0410DG795347</td>
</tr>
<tr>
<td>N/A</td>
<td>Well Points Pump Model #D302-1</td>
<td>PL-950100</td>
</tr>
<tr>
<td>18183</td>
<td>2004 Chevy Silverado (WS-289)</td>
<td>1GCHK29U84E156682</td>
</tr>
<tr>
<td></td>
<td><strong>Items marked for disposal</strong></td>
<td></td>
</tr>
<tr>
<td>N/A</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td><strong>Items marked for disposal via recycling</strong></td>
<td></td>
</tr>
<tr>
<td>N/A</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Total Cost:**  
None.

**Recommended Action:**  
Staff recommends Board approval to dispose of the listed inventory items through donation, auction, disposal, or recycling.

Initials: tlp/fh
LETTER OF AGREEMENT WITH ST. CLOUD FOR THE UPSIZING OF AN EIGHT INCH FORCE MAIN TO TWELVE INCH AND INCREASE IN TEMPORARY WASTEWATER CAPACITY OF 20,424 GALLONS PER DAY (GPD) FOR A TOTAL CAPACITY OF 417,424 GPD

Summary:

TWA executed an agreement with St. Cloud in January 2019 to provide temporary 397,000 gallons per day (gpd) wastewater service to TWA customers along Cyrils Drive and within Sunbridge. The capacity is required to facilitate development in the area prior to the construction of the TWA wastewater reclamation facility within Sunbridge, scheduled late 2022.

The wastewater service requires the construction of an 8-inch force main from TWA’s service area to St. Cloud’s service area to provide capacity for the 397,000 gpd existing allocation and the addition 20,424 gpd allocation request.

The force main will be constructed by Tavistock, the Sunbridge developer, and partially funded by TWA to serve Lennar, Pulte, DR Horton, and potentially other developers along Cyrils Drive outside Sunbridge. TWA will recover its costs from developers connecting to the force main. Tavistock is required to purchase capacities not purchased by the other developers.

St. Cloud requested a force main upsizing from 8-inch to 12-inch at the TWA-St. Cloud service area boundary, approximately 8,642 feet of 12-inch pipe will be upsized. St. Cloud will be responsible for the upsizing cost of the force main and its share of design and permitting costs.

The St. Cloud share of the force main cost is $49,563.00 and a contingency up to $2,065.00 that will initially be funded by TWA. TWA will recover its cost from St. Cloud once the force main is in place in service late this year.

Total Costs:

TWA will initially fund $49,563.00 with a $2,065.00 contingency. St. Cloud will reimburse TWA at the project completion.
Board Meeting Date: 5/13/2020

Category: Consent Agenda
Agenda Item: 7X

Recommended Action:
Staff recommends approval of the Wastewater Service Agreement with St. Cloud.

Initials: RP
AMENDMENT #2
TO THE LETTER AGREEMENT BETWEEN
CITY OF ST. CLOUD AND TOHOPEKALIGA WATER AUTHORITY
RELATING TO WASTEWATER FOR THE CYRILS DRIVE PROJECT

THIS AMENDMENT #2 TO THE LETTER AGREEMENT BETWEEN CITY OF ST. CLOUD AND TOHOPEKALIGA WATER AUTHORITY RELATING TO WASTEWATER FOR THE CYRILS DRIVE PROJECT (this “Amendment #2”), made as of last date that this Amendment #2 is signed by the Parties (the “Effective Date”), by and between the City of St. Cloud, Florida, a municipal corporation, its successors and assigns (the "City") and Tohopekaliga Water Authority, an independent special district established and created pursuant to Chapter 189, Florida Statutes (2002) and Chapter 2003-368, Laws of Florida, as amended ("TWA"), its successors and assigns. Collectively, the City and TWA may be referred to as the "Parties," and individually as a “Party.” Each Party represents as follows:

WITNESSETH

WHEREAS, the Parties entered into an interlocal agreement entitled the “Interlocal Agreement Between City of St. Cloud and Tohopekaliga Water Authority Relating To Potable And Non-Potable Water And Wastewater Boundaries; Planning And Service Delivery,” dated December 14, 2005 (the "Interlocal Agreement") whereby the Parties have agreed that each will provide to the other bulk potable water, non-potable water, and wastewater service with priority over other entities except for certain specified entities; and

WHEREAS, on March 9, 2017, TWA and the City entered into an agreement entitled “Letter Agreement Between City of St. Cloud and Tohopekaliga Water Authority Relating To Wastewater Service For Cyrils Drive Property” to serve the Cyrils Drive Project with 52,505 gallons average daily flow (“ADF”) (the “Letter Agreement”); and

WHEREAS, in April of 2018, TWA requested the purchase of bulk wastewater service pursuant to Section 5.1 of the Interlocal Agreement specifying the additional wastewater service requirements, and the City agreed to temporarily serve the Cyrils Drive Project with the additional wastewater flow subject to approval by the City Council; and

WHEREAS, on or about February 13, 2019, the City and TWA entered into Amendment #1 to the Letter Agreement Between City of St. Cloud and Tohopekaliga Water Authority Relating To Wastewater Service For Cyrils Drive Property wherein the City committed to temporarily serve the Cyrils Drive Project with the additional wastewater flow that increased guaranteed wastewater flow quantity to 397,000 gallons per day, average daily flow, and 66,167 gallons per hour, peak hourly flow, to serve the Cyrils Drive Property; and

WHEREAS, subsequent to the Parties entering into to Amendment #1, one additional development within the Cyrils Drive Property has requested wastewater service from TWA,
which would require TWA to acquire additional wastewater flow from the City on a temporary basis; and

WHEREAS, on April 21, 2020, TWA requested the purchase of additional bulk wastewater service pursuant to Section 5.1 of the Interlocal Agreement specifying the additional wastewater service requirements; and

WHEREAS, on April 24, 2020, the City notified TWA of its intent to temporarily serve the Cyrils Drive Project with the additional wastewater flow subject to approval by the City Council; and

WHEREAS, Tavistock East Holdings, LLC, the landowner of certain property in Osceola County within the Cyrils Drive Property and described as the “Sunbridge Development” (“TEH”), Tavistock East Services, LLC, the services company for TEH, and TWA intend to enter into an agreement whereby TEH and TES agree to extend an eight-inch diameter wastewater force main located on Cyrils Drive approximately 9,487 feet to a point of connection to the City’s wastewater system at Zuni Road (the route of the “Sunbridge Temporary FM Project” as depicted in Exhibit “A” attached to this Amendment #2 and incorporated by this reference) (for the purposes of this Amendment #2, TEH and TES are collectively referred to as the “Developer”); and

WHEREAS, the City requested that the Developer construct an 8,642-foot segment of the Sunbridge Temporary FM Project with twelve-inch diameter pipe (the “Oversized Utility Work”) instead of the eight-inch diameter pipe, with the increase in cost paid by the City, in order to better serve areas within its utility service area (the segment of the Oversized Utility Work is depicted in Exhibit “A”); and

WHEREAS, the City has agreed to pay a proportionate share of the cost of the design, engineering, permitting, and construction administration of the Sunbridge Temporary FM Project (the “Pre-construction Cost”); and

WHEREAS, TWA has agreed to reimburse the Developer for the Oversized Utility Work on the condition that the City reimburses TWA for (i) the amount of the cost difference between the estimated cost of construction of the 8-inch diameter force main and the reasonable actual cost of the Oversized Utility Work, and (ii) for the City’s proportionate share of the cost of the Pre-Construction Costs; and

WHEREAS, the Parties wish to amend the Letter Agreement to reflect (i) the terms of the provision of additional wastewater service to the Cyrils Drive Project on a temporary basis, and (ii) the terms of reimbursement for the costs related to the Oversized Utility Work described in the recital immediately above this recital; and

WHEREAS, the Parties declare that (i) the temporary provision of additional wastewater service as contemplated under this Amendment #2 is in the public interest; and (ii) the City’s reimbursement of the costs relating to the construction of the Oversized Utility Work is in the public interest.
NOW THEREFORE, in consideration of the terms and conditions, promises and covenants contained in this Amendment #2, as hereinafter set forth, the Parties agree as follows:

SECTION 1. RECITALS INCORPORATED. The above Recitals are true and correct, and incorporated in this Amendment #2.

SECTION 2. AMENDMENT TO AND RESTATEMENT OF SECTION 7 OF LETTER AGREEMENT. Section 7 of the Letter Agreement is amended and restated as follows:

SECTION 7. QUANTITY OF WASTEWATER. The availability of wastewater service to be provided by the City to TWA through the Wastewater connection is guaranteed a total quantity of 417,424 gallons per day, average daily flow, and 81,696 gallons per hour, peak hourly flow, to serve the Cyrils Drive Property. TWA is not required to purchase such maximum gallonage but, in its sole discretion, may purchase any gallonage up to and including such gallonage.

SECTION 3. AMENDMENT TO AND RESTATEMENT OF SECTION 9 OF LETTER AGREEMENT. Section 9 of the Letter Agreement is amended and restated as follows:

SECTION 9. TERM; EXPIRATION DATE; TERMINATION OF AMENDMENTS. This Letter Agreement shall be for a term of seven years from the Effective Date of Amendment #1. Thereafter, the Letter Agreement will be automatically renewed for one-year renewal terms, unless one Party submits to the other Party a Notice of Termination at least three years prior to the effective date of termination. Upon the effective date of termination or expiration of this Letter Agreement, the City and TWA, at their respective expense, must remove or suitably seal all connections, installations, meters, and other appurtenances in their service area and as appropriate for their utility.

(A) Amendment #2 may not be terminated without also terminating Amendment #1, and Amendment #1 may not be terminated without also terminating Amendment #2. Termination of Amendments #1 and #2 requires the terminating Party to providing a Notice of Termination of Amendments #1 and #2 to the other Party at least three years prior to the effective date of termination. Furthermore, neither Party may terminate Amendments #1 and #2 prior to the seventh anniversary of the Effective Date of Amendment #1.

(B) Section 3 of Amendment #1 will survive termination of Amendment #1.

(C) Section 3 of Amendment #2 will survive termination of Amendment #2.
SECTION 4. SUNBRIDGE TEMPORARY WASTEWATER PROJECT
DESIGN REVIEW.

(A) By separate agreement, the Developer is required to prepare or cause to be
prepared a set of design plans for an 8-inch diameter wastewater force main/pipeline,
approximately 1,205 feet, from its point of beginning as shown on Exhibit “A,” then a 12-inch
diameter force main, approximately 8,642 feet in length, the point of connection designated by
the City. The design plans are subject to TWA’s and the City’s reasonable review and approval
in accordance with TWA biddable standards. Upon final acceptance of the design plans by
both TWA and the City, TWA must give notice of acceptance to the Developer, after which
the design plans will be referred to as the “FM Construction Plans.”

(B) By separate agreement, the Developer must obtain at least three responsive bids
from responsible bidders qualified to do utility construction in Osceola County in the State of
Florida to construct the Sunbridge Temporary FM Project in accordance with the FM
Construction Plans. TWA’s reimbursement to the Developer is based on the lowest bid, which
must require unit prices for the pipes, valves, fittings, and other accessories required for the
construction of the 8” diameter force main and the 12” diameter force main in accordance with
the FM Construction Plans. The bids must be submitted to TWA for review and approval by
staff. Upon staff approval of unit prices, TWA will submit the pricing to the TWA Executive
Director for formal approval. TWA will provide the City with notice of TWA’s acceptance of
the bid(s) and pricing. Upon final acceptance and approval of the constructed and completed
force main as provided below, TWA will pay the Developer the approved reimbursement costs
specified below.

(C) By separate agreement, the Developer must ensure that the construction
contract(s) for all or any portion of the construction of the Sunbridge Temporary FM Project
entered into between TEH, TES, or both, and any bidder whose bid has been accepted by TWA
(in each case, a “Sunbridge Contract”) provides for maintenance guarantees. Maintenance
guarantees shall must be in force and effect for a period of one year from the later date on
which either the City or TWA accepts ownership and maintenance responsibility for its
respective segment of the Sunbridge Temporary FM Project.

(D) By separate agreement, the Developer must ensure that each Sunbridge
Contract contains a performance bond and a payment bond provision. Each performance bond
and payment bond must be in the amount equal to the value of the bid. The performance bond
shall ensure that the contractor, under each Sunbridge Contract, fully, promptly, and faithfully
performs in accordance with the Sunbridge Contract and all of its obligations thereunder. Such
payment bond shall ensure that each such contractor promptly make payment to all persons
supplying services, labor, material, or supplies used directly or indirectly by such contractor,
or any subcontractor(s) in the prosecution of the work provided for in the Sunbridge Contract.
SECTION 5. REIMBURSEMENT FOR COSTS RELATED TO
OVERSIZED UTILITY WORK.

(A) The estimated cost of the design, engineering, permitting, and construction administration of the Sunbridge Temporary Wastewater FM (the “Pre-construction Cost) is $269,429.37. The Parties agree that the City’s pro rata share of the Pre-construction Cost is $8,260.52. The City shall pay to TWA the City’s share of the Pre-Construction Costs within sixty days of the Effective Date of this Amendment #2.

(B) Within 30 days of acceptance of the Oversized Utility Work by TWA and the City, the City shall reimburse TWA for the cost difference between the estimated cost of the 8,642-foot segment eight-inch diameter force main and the reasonable actual cost of the twelve-inch diameter force main for the same 8,642-foot segment of force main, i.e., the Oversized Utility Work. The Parties’ estimate for the cost difference between the Oversized Utility Work and the eight-inch diameter force main is $41,302.58.

(C) The Developer or TWA must provide any change orders affecting the Oversized Utility Work to the City for review and approval. The City has three business days to review and approve or provide detail reasons why the change order request is not approved. The City’s approval may not be unreasonably withheld.

(D) The City’s reimbursement obligation under this Amendment #2 shall not exceed $51,628.23, which includes a 5% contingency for change orders, without formal amendment to the Letter Agreement.

SECTION 6. LETTER AGREEMENT IN FULL FORCE. Except as expressly modified in this Amendment #2, the Letter Agreement and Amendment #1 remain unchanged and in full force and effect.

SECTION 7. SEVERABILITY. If any provision of this Amendment #2 or the application thereof is held invalid, the invalidity shall not affect other provisions or applications of Amendment #2 that can be given effect without the invalid provisions or applications and to this end the provisions of this Amendment #2 are declared to be severable.

[Remainder of page intentionally left blank.]
IN WITNESS WHEREOF, the undersigned have executed this Amendment #2 on the dates set forth below, and this Amendment #2 shall be effective on the date the last of the Parties executes this Amendment #2.

ATTEST:                                  Tohopekaliga Water Authority

________________________________________
William Land, Secretary
Board of Supervisors

By: ______________________________________
Clarence L. Thacker, Chairman
Board of Supervisors

Date: _________________________________

For the Reliance of Toho Water Authority Only (SEAL)
Approved as to Form and Legality

________________________________________
General Counsel

CITY OF ST. CLOUD

_____________________________________
Nathan Blackwell, Mayor

Date: _________________________________

ATTEST:

_____________________________________
Linda P. Jaworski, City Clerk

LEGAL IN FORM AND VALID IF ADOPTED:
deBeaubien, Knight, Simmons, Mantzaris & Neal, LLP

_____________________________________
Daniel F. Mantzaris, City Attorney
Board Meeting Date: 5/13/2020

Category: Consent Agenda

Department: Procurement Services

Agenda Item: 7Y

Attachments:
Agreement Incorporating Piggyback Agreement for Sewer Cleaning and Vacuum Machine Rental Services between Orange County Board of County Commissioners and EP Rents, LLC

Title: APPROVAL TO PIGGYBACK AGREEMENT FOR VACUUM TRUCK RENTAL SERVICES WITH EP RENTS, LLC (PBA-20-100)

Summary:

The Field Services Department frequently uses vacuum dump trucks during non-emergency and emergency events. The trucks are designed to pneumatically suction liquids, sludge, slurries, or the like from a location, often underground, into the tank of the truck. The objective is to enable transport of the liquid material to another location. Vacuum trucks transport the collected material to a treatment or disposal site, such as a sewage treatment plant or other designated dumping sites.

Orange County Board of Commissioners has an agreement with EP Rents, LLC for the monthly rental of the sewer cleaning and vacuum trucks. The contract is effective until April 14, 2021. The Field Services department requests to piggyback this contract in the event that one or more of their vacuum trucks is taken out of service for repairs.

Field Services currently has seven vacuum trucks in operation. Three trucks are assigned to Zone 1 and three to Zone 2; one (1) truck is assigned to the TV crew.

The funding for vacuum truck rental services is budgeted under Field Services department rental expenses 421-1125-536-44-00 and has sufficient funds for vacuum machine rental services, if needed.

Total Costs: $150,000 for the term of the agreement

Recommended Action:
Staff recommends approval of the Agreement with EP Rents, LLC for vacuum truck rental services.

Initials: FH/MM
Agreement Incorporating Piggyback Agreement for Sewer Cleaning and Vacuum Machine Rental Services between Orange County Board of Commissioners and EP Rents LLC.

This Agreement Incorporating Piggyback Agreement for Sewer Cleaning and Vacuum Machine Rental Services between the Orange County Board of Commissioners and EP Rents LLC (the “Agreement”) is entered into between the Tohopekaliga Water Authority, an independent special district, established and created pursuant to Chapter 189, Florida Statutes, by special act of the Florida Legislature, whose mailing address is 951 Martin Luther King Blvd., Kissimmee, Florida 34741 ("TWA") and EP Rents LLC, a Florida limited liability company, authorized to do business in the State of Florida, with offices located at 2525 Clarcona Road, Apopka, Florida 32703 (the “Contractor”). TWA and the Contractor may individually be referred to as a “Party” or collectively as the “Parties.”

RECITALS

WHEREAS, the Orange County Board of Commissioners (the “County”) entered into an agreement with the Contractor for the Sewer Cleaning and Vacuum Machine Rental Services, as more specifically identified as Contract #Y19-182 (the “County Contract”), attached hereto and incorporated in its entirety by this reference as Exhibit “A”; and

WHEREAS, TWA has determined that it is in its best interest to procure the Sewer Cleaning and Vacuum Machine Rental Services by piggybacking the County Contract; and

WHEREAS, the County and Contractor have agreed to permit TWA to piggyback the County Contract, for the provision of such services, under the same terms and conditions set forth in the County Contract, and as set forth herein.

NOW, THEREFORE, for and in consideration of the mutual promises and covenants set forth herein, and for other good and valuable consideration, the Parties agree as follows:

1. **Recitals.** The Parties agree that the recitals above are true and correct and are hereby incorporated as a material part of this Agreement.

2. **Acceptance.** The execution of this Agreement by the Contractor shall constitute the Contractor’s acceptance of TWA’s request to piggyback the County Contract, with all of the same terms, conditions, and pricing contained therein. For tracking purposes, TWA shall refer to this Agreement, including the attached County Contract, as PBA-20-100.

3. **Term and Renewal.** The term of this Agreement shall begin upon full execution of this Agreement by both Parties and extend through April 14, 2021, unless otherwise terminated by the County or either Party. Renewal of this Agreement shall be contingent upon the renewal of the County Contract. Termination of this Agreement shall be in accordance with Section 2, Special Terms and Conditions, Item Number 7, page 21 of the County Contract.

4. **Contract Award.** The contract award for this Agreement is $150,000 for the term of the
5. **Ordering Against Contract.** The obligations under this Agreement shall be subject to TWA’s needs and availability of funds.

6. **Execution of Documents.** The Parties agree to execute all such other documents and to take any such additional actions as may be reasonably necessary to affect the purposes of this Agreement.

7. **Project Managers.** The Parties have identified individuals as Project Managers, as listed below, who shall have the responsibility for managing the work performed under this Agreement. The person or individual identified by the Contractor to serve as its Project Manager for this Agreement, or any replacement thereof, is subject to prior written approval and acceptance by TWA. If TWA or the Contractor replace their current Project Manager with another individual, an amendment to this Agreement shall not be required. TWA will notify the Contractor, in writing, if the current TWA Project Manager is replaced.

   A. The Project Managers’ contact information for TWA is as follows:

   James Johnson, Foreman  
   Field Services  
   Toho Water Authority  
   102 N. Alaska Avenue  
   Kissimmee, Florida 34741  
   (407) 944-5163  
   jajohnson@tohowater.com

   Steve Miller, Master Technician  
   Field Services  
   Toho Water Authority  
   102 N. Alaska Avenue  
   Kissimmee, Florida 34741  
   (407) 944-2633  
   sdmiller@tohowater.com

   B. The Project Manager’s contact information for the Contractor is as follows:

   Nick Causey, East Coast Regional Sales Manager  
   EP Rents, LLC  
   2525 Clarcona Road  
   Apopka, Florida 32703  
   (407) 537-8799  
   ncausey@mvepg.com

8. **Identification of Parties.** For the purpose of this piggyback Agreement, the Parties
acknowledge that any reference to the County in the County Contract shall be replaced with TWA.

9. **Counterparts, Electronic Transaction, and Electric Signatures.** This Agreement may be electronically executed by the Parties in counterparts up to but not exceeding the number of parties, each of which shall be deemed an original and all of which, taken together, shall constitute one agreement. Each Party may deliver its executed signature page by email transmission to the other Parties at the email addresses set forth herein. Delivery shall be effective and complete upon completion of such email transmission. The Parties agree that electronic signatures may be used in the execution of this Agreement, in accordance with Parts I and II of Chapter 668, Florida Statutes.

10. Each signatory below represents and warrants that he or she has the full power, and is duly authorized by their respective Party, to enter into and perform under this Agreement. Such signatory further represents that he or she has fully reviewed and understands the terms and conditions set forth in this Agreement, including exhibits, and fully intends to abide by and comply with all of the terms and conditions set forth herein.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the dates set forth below.

**EP RENTS LLC**

By: __________________________
Print Name: ____________________
Title: __________________________

Attest: _________________________
Print Name: ____________________

Address: _________________________

_____________________________

**TOHOPEKALIGA WATER AUTHORITY**

By: __________________________
Print Name: Todd P Swingle
Title: Executive Director
Date: _________________________

Attest: _________________________
Print Name: Anthony J. Cotter

Address: 951 Martin Luther King Blvd.
         Kissimmee, Florida 34741

The foregoing instrument was acknowledged before me by means of [ ] physical presence or [ ] online notarization, this ______ day of _____________________, 2020, by ______________________ as ______________________ of EP Rents LLC., a Florida limited liability company, on behalf of the company, who is personally known to me OR has produced __________________, as identification.

_____________________________
Notary Signature
Printed Name: ______________________
Title: ____________________________
My Commission Expires:_______________
(Stamp)
The Board is requested to ratify the emergency authorization of $817,965 approved by the Executive Director for the emergency LS 57 parallel force main project. The existing 30-inch ductile iron pipe (DIP) force main, constructed in the mid 1980’s from Lift Station (LS) 57 to the South Bermuda Water Reclamation Facility (WRF), is approximately 3,100-feet long and is the highest capacity force main in the system serving over 21,000 customers. The force main failed in August 2019 near LS 57. As a result, design of approximately 3,100-feet of a new 24-inch Poly Vinyl Chloride (PVC) parallel force main and rehabilitation/replacement of the existing force main project was immediately initiated. Parallel force mains will provide redundancy enabling TWA to minimize spills and restore service quickly in the event of a future incident. Design of the project was scheduled to be completed in May 2020 followed by construction. The DIP force main failed again on April 22, 2020, and was placed back in service after repairing the pipe with a repair clamp. On April 26, 2020, the force main failed for the 3rd time. A section of approximately 750 LF of failed force main is currently on a temporary rented bypass system. All three failures were due to corrosion of the DIP pipe at different locations and were within 750 LF from the lift station.

Staff requested and the Executive Director approved Garney Companies, Inc., one of TWA’s continuing contractors, to provide an emergency service to install the 750 LF of 24-inch parallel force main from the lift station to connect to the existing 30-inch force main to eliminate the temporary rented bypass system. This will eliminate approximately 60 days process of bidding and construction contract award period typical for this scale and complexity of work. Garney has resources to initiate construction immediately after materials delivery. The 750 LF of force main to be installed by Garney is part of the new 24-inch parallel force main project. Installation of the remaining 2,350 LF of the parallel force main and replacement or rehabilitation of the existing force main will be constructed as a separate project through a competitive bidding process.
Board Meeting Date: 5/13/2020

Category: Consent Agenda  
Agenda Item: 7Z

Garney’s cost to install the 750 LF of 24-inch parallel force main is $817,965. The cost proposal was reviewed by the staff and determined to be reasonable. The Executive Director authorized the work to proceed as an emergency.

Staff is requesting the following:

1. Ratify the emergency authorization of $817,965 approved by the Executive Director;
2. Grant the Executive Director authority to approve and execute any contract amendments including change orders necessary to complete the project.

The project will be funded by Reserves.

Total Costs:
$817,965

Recommended Action:
The Board is requested to ratify the emergency authorization of $817,965 approved by the Executive Director. Furthermore, the Board is requested to grant the Executive Director authority to approve and execute any contract amendments including change orders necessary to complete the project. Furthermore, staff requests that the Board authorize the Executive Director to execute any such documents necessary to expend such contingency up to the total not-to-exceed amount limit approved by the Board. The Board is advised additional contingency funds may be processed as an emergency authorization pursuant to the procurement policy if conditions warrant.

Initials: Iz
Title:
APPROVAL OF TETRATECH’S ADDENDUM 2 - SCOPE OF SERVICES FOR THE MANAGEMENT OF HIGH CONSEQUENCE SEWER CLEANING AND INSPECTION AND PROVIDING WIFIA PROJECT REHABILITATION RECOMMENDATIONS

Summary:
On March 13, 2019, the Board of Supervisors approved a TetraTech scope of services to manage collection system cleaning and inspections necessary for the WIFIA Accelerated Collection System Assessment and Rehabilitation Program (WIFIA Program). The WIFIA Program included the inspection of over 356,000 linear feet (lf) of high consequence gravity mains and over 1,600 manholes within 52 of the most problematic lift station areas. Additionally, the WIFIA Program includes the inspection of approximately 6,650 manholes greater than 10’ deep. These inspections and subsequent evaluations will determine specific gravity sewer rehabilitation projects to be completed under the WIFIA Program.

Atlantic Pipe Services completed the contracted cleaning and inspection work in January of this year and transmitted the inspection packages to TetraTech for review and evaluation. Inconsistencies and errors in the transmittal packages resulted in unanticipated additional effort by TetraTech, including additional coordination meetings and repeated reviews of submitted data. Atlantic Pipe Services agreed to a deductive change order ($14,455) in its contract to offset some of the monetary impact of this additional services by TetraTech.

Staff recommends that the Board approve addendum #2 for the amount of $43,365 to TetraTech’s contract.

This addendum will be funded using budgeted Gravity Sewer Rehabilitation WIFIA project funds.

Total Costs:
$303,291 ($259,926 for Addendum #1 approved March 13, 2019, and $43,365 for Addendum #2.)

Recommended Action:
Staff recommends approval of addendum #2 with TetraTech.
March 17, 2020

Mr. Robert Pelham, P.E.
Director of Engineering
Toho Water Authority
951 Martin Luther King Blvd.
Kissimmee, FL 34741

Subject: Professional Engineering Services for the
Gravity Sewer Cleaning, Inspection and Evaluation Recommendations
For WIFIA Funded Rehabilitation
Amendment No. 2 – Additional Scope of Services

Tt # 200BP Toho

Dear Mr. Pelham:

Tetra Tech is pleased to furnish this proposal for professional engineering services to assist the Toho Water Authority (TWA) with the above-referenced project. A detailed scope of services and compensation summary are attached hereto.

We look forward to providing these services to the TWA. If you should have any questions, please do not hesitate to contact me at 407-839-3955.

Very truly yours,

Tetra Tech

Jon D. Fox, P.E.
Vice President

Attachments

C: Janine Alexander, P.E., Tetra Tech

JDF/ab/200-08466-19010/Pelham_031720.docx
I. PROJECT BACKGROUND

This project provides for professional engineering and consulting services for TWA’s on-going gravity sewer assessment and rehabilitation program. The program intent is to reduce the occurrences of emergency repairs and the cost of emergency repairs versus the cost of planned rehabilitation. On November 14, 2018, TWA’s Letter of Interest for WIFIA funding was accepted by the Environmental Protection Agency (EPA) and TWA was invited to submit a formal application for WIFIA funding. Preparation of TWA’s application is underway and will be submitted mid-2019. TWA will have 5 years from the WIFIA loan closing date to complete all project related activities. This activity, cleaning and inspecting, requires completion in 9 months to meet the WIFIA loan schedule. With this time constraint in mind, TWA staff initiated the critical path process via bidding the gravity sewer cleaning and inspection services necessary to evaluate the gravity sewer condition and develop rehabilitation/replacement projects. This scope is broken into a two-phased approach; Phase 1 includes gravity sewer cleaning and inspection contract management to maintain the critical path schedule and timelines, and Phase 2 includes the evaluation and recommendations phase of the project which will be being performed concurrently once the pre-CCTV videos are completed and sent to Tetra Tech staff for review.

Phase 1 and Phase 2 include high priority gravity mains in 52 lift station areas as selected by TWA and totaling 356,397 linear feet of gravity mains and 1,587 manholes. In addition, all manholes with a depth greater than 10 feet, which totals an additional 6,653 manholes. High priority gravity mains are those that would have the greatest impact on the public or system operations if they were to fail and were selected based on flow, depth and closeness to major roads. Professional services provided herein will be performed in accordance with the TWA/Tetra Tech agreement titled, ‘Professional Engineering Services for Gravity Sewer and Water Main Rehabilitation and/or Replacement’ TWA Project No. 16-060.

This scope of services is for additional work efforts including additional project progress and coordination meetings, additional MACP evaluations for assessing Level 1 and Level 2 deficiencies, and additional QAQC efforts due to Contractor submittal quality and deliverable issues.

II. SCOPE OF SERVICES

A. Additional Progress and Coordination Meetings/Calls

Tetra Tech prepared for, attended and conducted additional meetings during the duration of the project including: Four (4) additional progress meetings for twenty-four (24) progress meetings in total to date, two (2) additional coordination meetings on 9-17-19 and 11-18-19, and one (1)
additional meeting for manhole raising on 3-25-19 with TWA and/or the Contractor. Tetra Tech prepared meeting notes at each progress meeting and performed follow up for action items as identified in the other meetings. In addition, due to quality control issues by the Contractor on pay application submittals, Tetra Tech set up conference calls to discuss revised data submittals and remaining deficiencies. Four (4) calls have been held to date and it is estimated that there will be three (3) additional calls. In preparing for these calls, Tetra Tech staff prepared and sent deficiency listings to the Contractor.

B. MACP Level 1 and Level 2 Reviews

Tetra Tech performed MACP reviews for Level 1 reports and Level 2 reports and identified issues and discrepancies with the deliverable reports and findings as submitted by the Contractor. Tetra Tech provided recommendations and feedback to the Contractor for revised submittals and proper coding required due to observed deficiencies while reviewing the manhole scans and reports. For example, the control sheet provided by the Contractor for media submittal 8-3 had 383 rows of manholes and listed 361 Level 1 and 7 Level 2 manhole inspections; however, the progress meeting summary from APS indicated that media submittal 8-3 had 737 Level 1 and 183 Level 2 reports.

C. QAQC Deliverable Issues

Tetra Tech provided comments and additional reviews for deliverables submitted by the Contractor at progress meetings. Repeated deficiencies were identified, and comments provided throughout the duration of the project. The Contractor modified their submittal process towards the end of the project which further caused difficulties and time delays with reviews. Additional time was spent by several staff members to assess what the Contractor had identified for payment applications and to flag, comment, identify discrepancies and re-evaluate multiple submittals with several pay application requests. Tetra Tech also rejected pay applications and stressed the importance of QAQC by the Contractor for their deliverables. Tetra Tech has absorbed some of this additional effort to attempt to facilitate the project schedule and to continue to push the Contractor forward due to WIFIA funding timing and considerations.

Discrepancies with data deliverables have been on-going for months with numerous resubmittals of pay applications #7, 8, 8.1, 8.2 and 8.3 as well as 9, 9.1, 9.2 and 9.3 by the Contractor. As of 3-15-20, there have been 11 resubmittals of data with various corrections as listed below:

Pay Application #7 has included 2 major resubmittals. The original data was reviewed and concerns regarding accuracy of data were brought to the Contractor on 12-18-19. The original data was reviewed and a summary of issues were sent to the Contractor. The Contractor resubmitted the pay application data via hard drive and by SharePoint. The resubmittal was reviewed by Tetra Tech and there were still numerous issues which were provided to the Contractor for modifications. The Contractor again resubmitted data on 2-18 and Pay App #7 was again reviewed and approved on 2-24-20.
Pay App #8 has included 2 major resubmittals (for each application - 8.1, 8.2, and 8.3). The original data was partially received and reviewed. Submittal 8.1 was reviewed and found to contain numerous missing reports and issues. Submittal 8.2 was never received and 8.3 had issues and was thus not fully reviewed. Concerns regarding the accuracy of the data were brought to the Contractor’s attention on 12-18-19. Pay App #8 was resubmitted, and its review was complete on 2-24-20, with a summary of the issues sent to the Contractor. The issues included missing data and issues with the reports that were not addressed from the original submittal pay application 8.1, and issues with the reports from pay application 8.3, and all of the inspections from pay application 8.2 were duplicates. Pay App #8 was redacted by the Contractor on 3-1-20. The Contractor resubmitted Pay App #8 data on 3-3-20 through their SharePoint site. The second resubmitted Pay App #8 was reviewed and sent back with comments on 3-13-20. Tetra Tech is expecting a 4th submittal to address the remaining unresolved issues.

Pay App #9 has included 1 major resubmittal to date (for each application - 9.1, 9.2, and 9.3). The original Pay App #9 data was not due to the numerous existing issues and request from the Contractor to hold off on reviewing it such that they could perform needed QA/QC of the data. The Contractor redacted the data on 3-1-20 and resubmitted data on 3-6-20. The resubmitted Pay App #9 is currently under review.

The final quantity of inspections received to date are below as well as the approved amount(s):

<table>
<thead>
<tr>
<th>Pay App #7</th>
<th>Pay App #8</th>
<th>Pay App #9</th>
</tr>
</thead>
<tbody>
<tr>
<td>Received = 911</td>
<td>Received = 874</td>
<td>Received = 2,981</td>
</tr>
<tr>
<td>Approved = 876</td>
<td>Approved = 858</td>
<td>Approved = Pending</td>
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</tbody>
</table>

As noted above, Tetra Tech staff has had to re-review the various data submittals because of repeated issues such as duplicate submittal items, items being added or removed, typos for manhole numbers, and other quality control issues.

III. COMPENSATION FOR PROFESSIONAL SERVICES

The proposed time and materials compensation for the Scope of Services described in Section II is $43,365. Attachment B presents a detailed breakdown of the estimated compensation for the Scope of Services.

IV. SCHEDULE

Tetra Tech has been working on the above items progressively throughout the project duration.
<table>
<thead>
<tr>
<th>Project Phases / Tasks</th>
<th>Total Labor Hrs</th>
<th>Project Manager 2</th>
<th>Engineer V</th>
<th>Engineer X</th>
<th>Engineer 2</th>
<th>Sr. GIS Analyst</th>
<th>CAD III</th>
<th>Project Administrator</th>
<th>Construction Admin</th>
<th>Labor</th>
<th>ODCs</th>
<th>Totals</th>
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<td>21</td>
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<td>14</td>
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<td>Additional Progress Mtgs (4)</td>
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TOHOPEKALIGA WATER AUTHORITY
CONTRACT ADDENDUM

DATE: March 17, 2020

Per the terms, conditions, and specifications of the Tohopekaliga Water Authority (TWA) with Tetra Tech, Inc.

for Gravity Sewer Cleaning, Inspection and Evaluation Recommendations for WIFIA Funded Rehabilitation Amendment No. 2 - Additional Scope of Services (project)

the following described changes are agreed to and are hereby accepted and incorporated:

**DESCRIPTION OF ASSIGNMENT:**

Refer to Scope of Services Attached.

**FORM OF COMPLETED DELIVERABLES:**

Refer to Scope of Services Attached.

**BASIS OF PAYMENT:** Services shall be made on the basis of T&M NTE method in accordance with the Agreement, the total not to exceed $259,926 without further authorization from the TWA Board.

**ESTIMATED DATE OF COMPLETION:** This assignment shall be completed within 180 calendar days from the receipt of this fully executed Addendum or 180 calendar days from receipt of TWA provided information which will enable the Engineer to proceed with this work assignment.

<table>
<thead>
<tr>
<th>Previous Contract Total Dollars:</th>
<th>$259,926</th>
</tr>
</thead>
<tbody>
<tr>
<td>NET Dollars for this Change (Addition/Subtraction):</td>
<td>$43,365</td>
</tr>
<tr>
<td>NET CONTRACT TOTAL DOLLARS:</td>
<td>$303,291</td>
</tr>
</tbody>
</table>

Accepted By: ______________________________
Title/Position: Vice President
Company Name: Tetra Tech, Inc.

Requested By: ______________________________
Approved By: ______________________________

Robert Pelham, PE, Director of Engineering
Michael Sweeney, PhD, Deputy Executive Director

Approval Date: ____________________________
Title: DISCUSSION OF CORONAVIRUS RESPONSE (COVID-19)

Summary:
Staff will provide a summary of Toho’s response to the coronavirus (COVID-19) pandemic and facilitate a discussion of the Status of our response efforts, Financial Impacts Overview, and Customer Impacts Overview.

Total Costs:
None.

Recommended Action:
Actions are not proposed but could occur based upon discussion regarding Toho’s response to the COVID-19 crisis.

Initials: tps
Board Meeting Date: 5/13/2020

Category: New Business

Agenda Item: 10B

Department: Executive Office

Attachments:
None.

Title:
TOHO ASSISTANCE PROGRAM (TAP) – ADDITIONAL FUNDING REQUEST

Summary:
Since the Board approved an amendment of the enabling Resolution (2020-004) and a second amendment of the agreement (BW-17-035) with the Osceola County Council on Aging (COA) at the March 11, 2020 meeting, the activity has increased commensurate with the rising need driven by COVID-19 shelter in place provisions. Reducing the potential health impacts of this pandemic has been a primary community objective; however, the economic impacts locally are acute. Job loss or significant income reduction have been severe for many TWA customers necessitating increased assistance from the TAP program. In anticipation of this increase need, the Board authorized an additional $50,000 at the April 8, 2020 Board meeting to total $100,000.

Current disbursements, including the COA processing reimbursement, are approximately $10,000 per week and appear to be limited by processing capacity. At the current rate of assistance, funds will be exhausted by approximately early June. Improvements to processing capacity could result in exhaustion of funding at an earlier date.

Due to the uncertainty of how much longer the effects of COVID-19 will be felt, staff is requesting direction from the Board regarding TAP program funding and administration.

Total Costs:
Current funding is $100,000, supplemental funding may be considered at Board discretion.

Recommended Action:
Staff seeks Board action regarding TAP Program funding levels and administration during the ongoing COVID-19 crisis.

Initials: MWS
Summary:

Presented in this agenda is an update of the activities associated with the efforts of the PIO office for the second quarter of FY2020. Included is a list and description of events in which TWA participated, selected photos of events, bottled water donation statistics and upcoming events scheduled in April through June 2020.

Total Costs:
None

Recommended Action:
No action needed.

Initials: MRC/MG
COMMUNITY EVENTS/ SPONSORSHIPS

April - June 2020

Water Conservation Month 4/1-30
Kissimmee Bike Bonanza 4/3
Event Postponed TBD
Help Now of Osceola County Sip & Savor 4/3
Event Postponed TBD
Earth Day 4/22
Education Foundation Scholarship Awards 4/22
Event Postponed/Cancelled TBD
A Hero For Kids Superhero 5K and Family Fun Day 4/25
Event Postponed TBD
Osceola Relay for Life Virtual Experience 4/25
National Drinking Water Week 5/3-9
Nicole Montalvo Awareness Walk 6/1

January - March 2020

Envirothon 2/6
Kissimmee 5K 2/8
Silver Spurs Rodeo 2/15
KVLS Osceola County Fair 2/14
Osceola Science Olympiad 2/15
Boy Scouts 3/1
Community Hope Center Strike for Hope 3/8
MIRA Ministries 3/14
OCA Meals on Wheels 5K 3/14

ANNUAL SPONSORSHIPS

Osceola Council on Aging Education Foundation
Historical Society
Chamber of Commerce
Help Now of Osceola, Inc.
Osceola Arts
STEM Alliance of Central Florida
Osceola County YMCA

BOTTLED WATER (CASE) DONATIONS

Sheriff’s Office Training Exercise 20
Osceola Anglers High School Fishing Club Badges and Bass Tournament 15
School District of Osceola County Health Occupations Student Association Regional Competition 10
Police Department Officers Retirement Help Now Youth Summit 2020 6
Soil and Water Conservation District 11
Kissimmee 5K 15
New Beginnings Education Center Student College & Career Fair 20
Kingdom Kids Christian Academy Kingdom Kids and Families Support Program 15
Kissimmee Bay Rotary Youth Leadership Awards 20
Church & Community Assistance Program Inc Red Ribbon Cutting 10
Silver Spurs Rodeo Hospitality Room 20
Sheriff’s Office Emergency Training Exercise 15
Harmony HS Longhorn Stampede 5K 15
Special Olympics 10
UF/IFAS Extension Osceola County - Spring Plant Festival 20
Dine with the Departed 20
Osceola County School District 5K Walk/Run & Health Fair 15
Toho Osceola Purchasing Coop 10
Partin Settlement Elementary Battle of the Books 15
**EVENT DETAILS**

<table>
<thead>
<tr>
<th>Event</th>
<th>Details</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Kissimmee 5K</strong></td>
<td>About 14 employees along with their loved ones participated in the Kissimmee 5K. The PIO Office coordinated signing up employees for the event and promoted the event on social media and the Pipeline.</td>
</tr>
<tr>
<td><strong>Envirothon</strong></td>
<td>Toho was proud to support the Florida Envirothon. This outdoor natural resource education program challenges high school students to work as a team to answer questions and conduct hands-on projects focusing on environmental issues. The PIO Office assisted by hosting the current environmental issue segment of the competition.</td>
</tr>
<tr>
<td><strong>Literacy Week</strong></td>
<td>During Literacy Week, Toho was invited to read at Neptune Elementary School to a group of elementary students. The PIO Office read Why Water's Worth It by Lori Harrison. A social media contest was developed with the winning school receiving a set of the book.</td>
</tr>
<tr>
<td><strong>Science Night</strong></td>
<td>Ventura Elementary celebrated Science Night. The Communications Manager Jamie Floer and Toho Deputy Director represented Toho at the event. Elementary students all about the science and engineering that occurs at a water and wastewater facility.</td>
</tr>
<tr>
<td><strong>WIFIA</strong></td>
<td>In February Toho was awarded a loan from WIFIA to use for sewer rehabilitation projects. The PIO Office worked with WIFIA to promote the loan closing which was a great achievement for Toho. Drone photos were taken of a large ongoing project to incorporate into the announcement that was sent to media outlets, posted on social media and for an article in the Pipeline.</td>
</tr>
<tr>
<td><strong>Sheriff’s Community Appreciation Day</strong></td>
<td>The PIO Office participated in the Sheriff’s Community Appreciation Day event. At the Toho booth, attendees could have fun taking pictures with water conservation messages, pick up 5-minute shower timers, informational brochures and have any questions answered.</td>
</tr>
<tr>
<td><strong>Women’s History Month</strong></td>
<td>March was Women’s History Month. The PIO Office assisted Toho’s Events Committee with the campaign. A survey and marketing materials were created. Employees’ stories were posted on social media and a story was coordinated with Osceola Woman Magazine.</td>
</tr>
<tr>
<td><strong>Science Olympiad</strong></td>
<td>Osceola High School students completed with over 40 teams in the Regional Science Olympiad competition. Toho is proud to help support this event where students engage in hands on activities that helps build teamwork, problem solving and critical thinking skills. The PIO Office promoted the event on social media.</td>
</tr>
<tr>
<td><strong>AAA rating</strong></td>
<td>Toho was awarded not one but two AAA ratings from S&amp;P and Fitch Ratings. What does this mean? Having an AAA rating is like having the best ever credit score. The PIO office promoted the achievement by sharing a news release with media outlets and promoting it on social media and in the Pipeline.</td>
</tr>
<tr>
<td><strong>Harmony Project</strong></td>
<td>In March a routine maintenance treatment change and flushing activities took place in Harmony to further enhance water appearance, odor, taste and quality. The PIO Office worked closely with Field Services, Operations and Customer Service to develop communication pieces. A webpage was created for the project, mail-outs were sent and door hangers were distributed to keep residents informed of the activities.</td>
</tr>
</tbody>
</table>

**On a monthly basis**
1) Publishing Pipeline newsletter  
2) Creating bill inserts for customers  
3) Reviewing bottled water requests and sponsorships  
4) Social Media  
5) Articles for Gazette  
6) Publishing Drips and Drops  

**News releases and notifications**
During the second quarter the PIO issued seven precautionary boil water notices, six notices regarding roads closures and four sewer repairs. A Public Notice was issued to Harmony residents informing them of a temporary maintenance treatment change and to Lake Ajay residents regarding TTHMs. With the onset of the pandemic news releases were issued concerning lobby closure to the public and the suspension of service disconnections. A COVID-19 webpage was also created.
Included in this agenda is the quarterly financial update for period ending March 31, 2020. This unaudited report prepared by staff presents current and trended categorical revenue and expenses compared to budget targets, water usage, accounts receivable and analysis for review.

Total Costs:
NONE

Recommended Action:
None

Initials: rh
Monthly Overview of Selected Statistical Information

For the month ending March 31, 2020
(Un-audited)
Fiscal Year To Date (FYTD)

Revenues & Expenses
## FY20 Revenue Summary

### Rate Revenue

<table>
<thead>
<tr>
<th>Report Grouping</th>
<th>Budget_YTD</th>
<th>Actual</th>
<th>%age YTD</th>
<th>Actual_PriorYr</th>
<th>Budget_Annual</th>
<th>%age Expended</th>
</tr>
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<tbody>
<tr>
<td>Water Sales</td>
<td>18,276,312</td>
<td>18,395,760</td>
<td>100.65%</td>
<td>17,329,449</td>
<td>38,292,200</td>
<td>48.04%</td>
</tr>
<tr>
<td>Wastewater Sales</td>
<td>37,186,600</td>
<td>36,980,210</td>
<td>99.44%</td>
<td>34,507,258</td>
<td>76,627,400</td>
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<tr>
<td>Reclaimed Water Sales</td>
<td>5,905,467</td>
<td>6,183,468</td>
<td>104.71%</td>
<td>5,280,793</td>
<td>12,905,100</td>
<td>47.91%</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>61,368,379</strong></td>
<td><strong>61,559,439</strong></td>
<td><strong>100.31%</strong></td>
<td><strong>57,117,500</strong></td>
<td><strong>127,824,700</strong></td>
<td><strong>48.16%</strong></td>
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</tbody>
</table>

### Other Operating Revenues

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<th>Budget_Annual</th>
<th>%age Expended</th>
</tr>
</thead>
<tbody>
<tr>
<td>Other Operating Revenues</td>
<td>2,527,821</td>
<td>2,580,296</td>
<td>102.08%</td>
<td>2,347,632</td>
<td>5,104,500</td>
<td>50.55%</td>
</tr>
<tr>
<td>Tap Fees</td>
<td>1,333,382</td>
<td>1,758,508</td>
<td>131.88%</td>
<td>1,425,875</td>
<td>3,020,500</td>
<td>58.22%</td>
</tr>
<tr>
<td>Rental Income</td>
<td>345,183</td>
<td>342,538</td>
<td>99.23%</td>
<td>333,425</td>
<td>689,900</td>
<td>49.65%</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>4,206,386</strong></td>
<td><strong>4,681,342</strong></td>
<td><strong>111.29%</strong></td>
<td><strong>4,106,931</strong></td>
<td><strong>8,814,900</strong></td>
<td><strong>53.11%</strong></td>
</tr>
</tbody>
</table>

### Investment Income

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<thead>
<tr>
<th>Report Grouping</th>
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<tr>
<td>Interest Earnings</td>
<td>1,187,349</td>
<td>1,175,062</td>
<td>98.97%</td>
<td>1,351,138</td>
<td>2,962,100</td>
<td>39.67%</td>
</tr>
<tr>
<td>Grants &amp; Reimbursements</td>
<td>0</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
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<td><strong>1,187,349</strong></td>
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<td><strong>39.67%</strong></td>
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</table>

### Total Operating Revenue

| Total Operating Revenue | 66,762,114 | 67,415,843 | 100.98% | 62,575,569 | 139,601,700 | 48.29% |

---

**Graphs:**
- Rate Revenue
- Other Operating Revenues
- Investment Income

**Values:**
- Rate Revenue: 61.6M
- Other Operating Revenues: 4.2M
- Investment Income: 1.187K
- Total Operating Revenue: 139,601,700
## FY20 Rate Revenue Summary

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<tr>
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<td><strong>48.16%</strong></td>
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</tbody>
</table>

### Bar Chart

- **Budget_YTD**
- **Actual**
- **Actual_PriorYr**

- Water Sales: 18.3M, 18.4M, 17.3M
- Wastewater Sales: 37.2M, 37.0M, 34.5M
- Reclaimed Water Sales: 5.9M, 6.2M, 5.3M

The chart provides a visual representation of the rate revenue breakdown by category.
## YTD Expenses to Budget

### Operating Expense Gauge

- **36.8M**
- **79.6M**
- **38.8M**

### Operating Expenses

<table>
<thead>
<tr>
<th>Account Category</th>
<th>YTD Budget</th>
<th>YTD Actual</th>
<th>%age YTD</th>
<th>Actual_PriorYr</th>
<th>Budget</th>
<th>%age Exp...</th>
</tr>
</thead>
<tbody>
<tr>
<td>Personnel Costs</td>
<td>14,091,026</td>
<td>14,355,748</td>
<td>101.88%</td>
<td>13,499,832</td>
<td>30,367,491</td>
<td>47.27%</td>
</tr>
<tr>
<td>PILOT Fee (payments in lieu of tax)</td>
<td>5,509,785</td>
<td>5,475,296</td>
<td>99.37%</td>
<td>5,167,113</td>
<td>11,546,000</td>
<td>47.42%</td>
</tr>
<tr>
<td>Professional Services</td>
<td>5,318,775</td>
<td>4,181,013</td>
<td>78.61%</td>
<td>3,841,450</td>
<td>10,630,858</td>
<td>39.33%</td>
</tr>
<tr>
<td>Utilities</td>
<td>3,387,693</td>
<td>3,280,819</td>
<td>96.85%</td>
<td>3,253,401</td>
<td>6,892,640</td>
<td>47.60%</td>
</tr>
<tr>
<td>Other Operating Costs</td>
<td>2,836,367</td>
<td>2,869,459</td>
<td>101.17%</td>
<td>2,810,801</td>
<td>5,866,319</td>
<td>48.91%</td>
</tr>
<tr>
<td>Other Maintenance</td>
<td>2,882,284</td>
<td>2,169,340</td>
<td>75.26%</td>
<td>1,966,041</td>
<td>5,517,159</td>
<td>39.32%</td>
</tr>
<tr>
<td>Other Supplies</td>
<td>2,808,684</td>
<td>2,374,842</td>
<td>84.55%</td>
<td>2,099,803</td>
<td>4,786,521</td>
<td>49.62%</td>
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<tr>
<td>Chemicals</td>
<td>851,695</td>
<td>1,008,600</td>
<td>118.42%</td>
<td>751,525</td>
<td>1,740,396</td>
<td>57.95%</td>
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<td>420,627</td>
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<td><strong>Total</strong></td>
<td><strong>38,841,219</strong></td>
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<td><strong>34,305,610</strong></td>
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# YTD Net Operating Revenue

## Operating Revenue

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## Operating Expenses

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## Net Operating Income

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<tbody>
<tr>
<td><strong>Total</strong></td>
<td><strong>27,920,896</strong></td>
<td><strong>30,663,770</strong></td>
<td><strong>109.82%</strong></td>
<td><strong>28,269,959</strong></td>
<td><strong>50,000,805</strong></td>
<td><strong>51.11%</strong></td>
</tr>
</tbody>
</table>
Fiscal Year To Date (FYTD)

System Development Charges
## System Development Charge (SDC) Revenue

### Water System Development Revenue

<table>
<thead>
<tr>
<th>Account Category</th>
<th>YTD Budget</th>
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<th>%age Expe.</th>
</tr>
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<tr>
<td>System Development Charges</td>
<td>7,282,500</td>
<td>7,884,607</td>
<td>108.00%</td>
<td>7,403,325</td>
<td>14,585,000</td>
<td>54.00%</td>
</tr>
<tr>
<td>Interest Earnings</td>
<td>654,500</td>
<td>686,018</td>
<td>104.82%</td>
<td>674,946</td>
<td>1,309,000</td>
<td>52.41%</td>
</tr>
<tr>
<td>Grants &amp; Reimbursements</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>7,937,000</strong></td>
<td><strong>8,550,625</strong></td>
<td><strong>107.73%</strong></td>
<td><strong>8,077,271</strong></td>
<td><strong>15,874,000</strong></td>
<td><strong>53.87%</strong></td>
</tr>
</tbody>
</table>

### Wastewater System Development Revenue

<table>
<thead>
<tr>
<th>Account Category</th>
<th>YTD Budget</th>
<th>YTD Actual</th>
<th>%age YTD</th>
<th>PriorYr Acct</th>
<th>Budget</th>
<th>%age Expe.</th>
</tr>
</thead>
<tbody>
<tr>
<td>System Development Charges</td>
<td>10,678,500</td>
<td>11,695,057</td>
<td>109.52%</td>
<td>10,874,855</td>
<td>21,357,000</td>
<td>54.76%</td>
</tr>
<tr>
<td>Interest Earnings</td>
<td>524,000</td>
<td>578,822</td>
<td>110.42%</td>
<td>542,650</td>
<td>1,048,000</td>
<td>55.21%</td>
</tr>
<tr>
<td>Grants &amp; Reimbursements</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>11,202,500</strong></td>
<td><strong>12,273,679</strong></td>
<td><strong>109.56%</strong></td>
<td><strong>11,417,705</strong></td>
<td><strong>22,405,000</strong></td>
<td><strong>54.78%</strong></td>
</tr>
</tbody>
</table>

## SDC Trends – 10 Years (in 000s)

- **FY11:** $9,396
- **FY12:** $7,353
- **FY13:** $7,082
- **FY14:** $13,993
- **FY15:** $16,094
- **FY16:** $20,552
- **FY17:** $29,900
- **FY18:** $34,068
- **FY19:** $41,774
- **FY20:** $38,3 Budget

- **Total:** $20,825
Statistical Analysis & Other Information
<table>
<thead>
<tr>
<th>Service Type</th>
<th>FY20</th>
<th>FY19</th>
<th>% +/-</th>
</tr>
</thead>
<tbody>
<tr>
<td>Residential Water</td>
<td>2,863</td>
<td>2,600</td>
<td>10.1%</td>
</tr>
<tr>
<td>Commercial Water</td>
<td>2,230</td>
<td>2,204</td>
<td>1.2%</td>
</tr>
<tr>
<td>Irrigation</td>
<td>556</td>
<td>517</td>
<td>7.6%</td>
</tr>
<tr>
<td><em>Sub-Total</em></td>
<td>5,650</td>
<td>5,321</td>
<td>6.2%</td>
</tr>
<tr>
<td>Reclaimed Water</td>
<td>2,084</td>
<td>1,521</td>
<td>37.0%</td>
</tr>
<tr>
<td><em>All Billed Water</em></td>
<td>7,734</td>
<td>6,842</td>
<td>13.0%</td>
</tr>
</tbody>
</table>

**FYTD Billed Water by Type**

- **Residential** (37%)
- **Commercial** (29%)
- **Reclaimed** (27%)
- **Irrigation** (7%)
Indoor Usage Summary

Residential
- FY20: 4,580, 4,515, 4,509, 4,909, 4,651, 4,515
- FY19: 4,9424, 46,155, 46,159, 58,048, 40,890, 36,817

Commercial
- FY20: 4,515, 4,509, 4,909, 4,651, 4,515, 4,9424
- FY19: 46,155, 46,159, 58,048, 40,890, 36,817

Summary
- Residential: 56%
- Commercial: 44%
Combined Usage Summary

Inside Usage
- FY20: 66%
- FY19: 34%

Outside Usage
- FY20: 34%
- FY19: 66%

Average Usage
- OCT: 7,423
- NOV: 7,153
- DEC: 7,134
- JAN: 6,822
- FEB: 6,532
- MAR: 8,245
- APR: 13,756
- MAY: 14,172
- JUN: 12,784
- JUL: 11,677
- AUG: 9,639
- SEP: 9,784
Outside Usage Summary

**Irrigation**
- FY20: 6,380, 5,975, 5,594, 5,460
- FY19: 4,436, 4,612

**Reclaimed**
- FY20: 20,344, 21,467, 19,089, 17,102
- FY19: 13,989, 14,213

Potable Irrigation: 21%
Reclaimed Irrigation: 79%
Reclaimed Usage Summary

**General Service**
- 2017: 2,305
- 2018: 3,429
- 2019: 4,503
- 2020: 2,084

**Bulk Users**
- 2017: 2,308
- 2018: 1,907
- 2019: 1,880
- 2020: 869

**Total Usage**
- 2017: 4,613
- 2018: 5,336
- 2019: 6,383
- 2020: 2,953

**Percentage**
- General Service: 4%
- Bulk Users: 29%
- General Service: 71%

Pie chart showing: 29% Bulk Users, 71% General Service
Receivable Aging Breakdown
(in 000s)

- 0-22 Days, $4,887, 87%
- 23-60 Days, $703, 12%
- 61-90 Days, $1, 0%
- +90 Days, $49, 1%

0-22 Days, $4,887, 87%
Customer Accounts – Billed Services

<table>
<thead>
<tr>
<th>Services</th>
<th>Thru 03/31/20</th>
<th>Thru 03/31/19</th>
<th>Variance</th>
<th>%</th>
</tr>
</thead>
<tbody>
<tr>
<td>Water</td>
<td>112,678</td>
<td>107,838</td>
<td>4,840</td>
<td>4.5%</td>
</tr>
<tr>
<td>Wastewater</td>
<td>106,580</td>
<td>101,799</td>
<td>4,781</td>
<td>4.7%</td>
</tr>
<tr>
<td>Irrigation</td>
<td>17,391</td>
<td>17,165</td>
<td>226</td>
<td>1.3%</td>
</tr>
<tr>
<td>Reclaim</td>
<td>20,314</td>
<td>18,738</td>
<td>1,576</td>
<td>8.4%</td>
</tr>
<tr>
<td>Total</td>
<td>256,963</td>
<td>245,540</td>
<td>11,423</td>
<td>4.7%</td>
</tr>
</tbody>
</table>

New Meter Ticket Trends

- FY16: 4,692
- FY17: 5,133
- FY18: 6,465
- FY19: 6,768
- FY20: 4,122

- 61% Increase from FY16 to FY20

New Meter Tickets

- 2019: 1st Qtr 1,728, 2nd Qtr 1,559, 3rd Qtr 1,417, 4th Qtr 2,064
- 2020: 1st Qtr 2,233, 2nd Qtr 0, 3rd Qtr 0, 4th Qtr 0

Pie Chart

- Water: 45%
- Wastewater: 40%
- Reclaim: 8%
- Irrigation: 7%
### Staffing Summary

*In FTEs*

<table>
<thead>
<tr>
<th>Division</th>
<th>Budget</th>
<th>Filled</th>
<th>Open</th>
</tr>
</thead>
<tbody>
<tr>
<td>Treatment Operations</td>
<td>110.0</td>
<td>98.0</td>
<td>12.0</td>
</tr>
<tr>
<td>Field Services</td>
<td>81.0</td>
<td>75.0</td>
<td>6.0</td>
</tr>
<tr>
<td>Customer Service</td>
<td>74.0</td>
<td>61.0</td>
<td>13.0</td>
</tr>
<tr>
<td>Engineering Services</td>
<td>42.0</td>
<td>40.0</td>
<td>2.0</td>
</tr>
<tr>
<td>Information Technology</td>
<td>19.5</td>
<td>14.5</td>
<td>5.0</td>
</tr>
<tr>
<td>Business Services</td>
<td>16.5</td>
<td>16.5</td>
<td>0.0</td>
</tr>
<tr>
<td>Administration</td>
<td>14.5</td>
<td>13.5</td>
<td>1.0</td>
</tr>
<tr>
<td>Human Resources</td>
<td>9.0</td>
<td>8.0</td>
<td>1.0</td>
</tr>
<tr>
<td>Office of the General Counsel</td>
<td>3.0</td>
<td>3.0</td>
<td>0.0</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td>369.5</td>
<td>329.5</td>
<td>40.0</td>
</tr>
</tbody>
</table>

89% Positions filled – as of 04.22.20
Monthly Update

For the month ending
March 31st, 2020

(Un-audited)
As previously instituted, the board set a sponsorship budget of $1 per customer account, which corresponds to $107,838 for FY2020. Staff recommended $101,125 in sponsorships for FY2020, which leaves a $6,258 reserve. Below are the sponsorships for the first & second quarter October – March 2020. Those listed as annual sponsors have multiple events throughout the fiscal year with at least one of those events taking place already.
<table>
<thead>
<tr>
<th>Organization Name</th>
<th>Community Partner Type</th>
<th>Sponsored</th>
<th>Event(s) Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>A Hero For Kids</td>
<td>Youth Support</td>
<td>$500.00</td>
<td>10/12/2019</td>
</tr>
<tr>
<td>St. Rose of Lima Catholic Church: Food Pantry</td>
<td>Safety Net</td>
<td>$5,000.00</td>
<td>10/19/2019</td>
</tr>
<tr>
<td>Promociones Cultura Y Herencia Hispana</td>
<td>Community Promotion</td>
<td>$500.00</td>
<td>10/20/2019</td>
</tr>
<tr>
<td>Osceola Woman Magazine</td>
<td>Community Support</td>
<td>$1,500.00</td>
<td>10/23/2019</td>
</tr>
<tr>
<td>Osceola County YMCA</td>
<td>Water &amp; Environment</td>
<td>$12,500.00</td>
<td>Annual Sponsor</td>
</tr>
<tr>
<td>Osceola County Historical Society</td>
<td>Community Promotion</td>
<td>$7,500.00</td>
<td>Annual Sponsor</td>
</tr>
<tr>
<td>Help Now of Osceola, Inc.</td>
<td>Safety Net</td>
<td>$5,000.00</td>
<td>Annual Sponsor</td>
</tr>
<tr>
<td>Clarita’s House Outreach Ministry, Inc.</td>
<td>Safety Net</td>
<td>$1,000.00</td>
<td>11/9/2019</td>
</tr>
<tr>
<td>Christmas for the Kids Osceola Inc</td>
<td>Safety Net</td>
<td>$1,000.00</td>
<td>12/17/2019</td>
</tr>
<tr>
<td>Education Foundation~Osceola County</td>
<td>Youth Support</td>
<td>$6,000.00</td>
<td>Annual Sponsor</td>
</tr>
<tr>
<td>Kissimmee/Osceola Cty Chamber of Commerce</td>
<td>Community Promotion</td>
<td>$1,500.00</td>
<td>Annual Sponsor</td>
</tr>
<tr>
<td>Osceola Arts Inc</td>
<td>Community Promotion</td>
<td>$5,500.00</td>
<td>Annual Sponsor</td>
</tr>
<tr>
<td>Kissimmee Main Street Program, Inc.</td>
<td>Community Promotion</td>
<td>$1,000.00</td>
<td>2/8/2020</td>
</tr>
<tr>
<td>Community Vision – Leadership Osceola lunch</td>
<td>Community Promotion</td>
<td>$842.70</td>
<td>2/26/2020</td>
</tr>
<tr>
<td>Boy Scouts of America, Central Florida Council</td>
<td>Youth Support</td>
<td>$4,000.00</td>
<td>4/28/2020 – New Date TBD</td>
</tr>
</tbody>
</table>
Board Meeting Date: 5/13/2020

Category: Staff Reports

Agenda Item: 11C

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Total</td>
<td>$ 53,342.70</td>
</tr>
</tbody>
</table>

Total Costs:
NONE

Recommended Action:
No action needed.

Initials: MRC
Title: QUARTERLY AGREEMENTS & SURCHARGE REPORT THRU MARCH 31, 2020

Summary:

Included in this agenda is the quarterly agreements and surcharge report for the period ending March 31, 2020. This unaudited report prepared by Staff presents the Authority’s loans, agreements, and surcharges in a high level view, including total number and amount of outstanding loans.

Total Costs: NONE

Recommended Action: None

Initials: rh
Toho Water Authority
Quarterly Agreements & Surcharge Update
Thru
March 31st, 2020
Agreement Highlights – 1st Quarter FY20

- **Agreement Activity**
  - 10 new added agreements
  - 3 satisfied agreements

- **Inactive Agreements**
  - 33 inactive agreements
  - All are residential customers (Average balance - $3,929)
    - Agreements are recorded with the County by property
    - Agreement to be re-activated or paid in full when new customer signs up for service

- **Active & Billed Agreements**
  - 427 being billed monthly (93%)
  - Mixture of residential & commercial accounts
    - Billed monthly as part of the customer’s bills
    - Delinquent accounts are subject to service disruption

<table>
<thead>
<tr>
<th>Beginning</th>
<th>Added</th>
<th>Satisfied</th>
<th>Ending</th>
</tr>
</thead>
<tbody>
<tr>
<td>453</td>
<td>10</td>
<td>3</td>
<td>460</td>
</tr>
</tbody>
</table>
Quarterly Total Agreement Comparison

<table>
<thead>
<tr>
<th>Quarter</th>
<th>Active</th>
<th>Inactive</th>
</tr>
</thead>
<tbody>
<tr>
<td>3rd QTR FY19</td>
<td>416</td>
<td>30</td>
</tr>
<tr>
<td>4th QTR FY19</td>
<td>412</td>
<td>32</td>
</tr>
<tr>
<td>1st QTR FY20</td>
<td>420</td>
<td>33</td>
</tr>
<tr>
<td>2nd QTR FY20</td>
<td>427</td>
<td>33</td>
</tr>
</tbody>
</table>
Total Agreement Balance Summary – 2\textsuperscript{nd} Quarter FY20

- Agreements less than $5,000 – 371
- Agreements greater than $5,000 & less than $10,000 – 71
- Agreements greater than $10,000 & less than $40,000 – 12
- Agreements greater than $40,000 - 6

<table>
<thead>
<tr>
<th>Agreements</th>
<th>Greater 5K</th>
<th>Greater 10K</th>
<th>Greater 40k</th>
</tr>
</thead>
<tbody>
<tr>
<td>460</td>
<td>89</td>
<td>11</td>
<td>6</td>
</tr>
</tbody>
</table>
## Quarterly Agreement Activity Comparison

<table>
<thead>
<tr>
<th>Description</th>
<th>2nd Qtr FY20</th>
<th>1st Qtr FY20</th>
<th>4th Qtr FY19</th>
<th>3rd Qtr FY19</th>
</tr>
</thead>
<tbody>
<tr>
<td>New</td>
<td>10</td>
<td>10</td>
<td>3</td>
<td>10</td>
</tr>
<tr>
<td>Satisfied</td>
<td>3</td>
<td>1</td>
<td>5</td>
<td>5</td>
</tr>
<tr>
<td># Active</td>
<td>427</td>
<td>420</td>
<td>412</td>
<td>416</td>
</tr>
<tr>
<td>$ Active</td>
<td>$6,328,752</td>
<td>$6,243,097</td>
<td>$6,070,197</td>
<td>$6,141,456</td>
</tr>
<tr>
<td>Average Bal</td>
<td>$14,821</td>
<td>$14,865</td>
<td>$14,733</td>
<td>$14,763</td>
</tr>
<tr>
<td># Inactive</td>
<td>33</td>
<td>33</td>
<td>32</td>
<td>30</td>
</tr>
<tr>
<td>$ Inactive</td>
<td>$129,652</td>
<td>$120,594</td>
<td>$116,368</td>
<td>$116,299</td>
</tr>
<tr>
<td>Average Bal</td>
<td>$3,929</td>
<td>$3,654</td>
<td>$3,637</td>
<td>$3,877</td>
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</table>
## Annual Agreement Activity Comparison

<table>
<thead>
<tr>
<th>Description</th>
<th>FY2020*</th>
<th>FY2019</th>
<th>FY2018</th>
</tr>
</thead>
<tbody>
<tr>
<td>New</td>
<td>10</td>
<td>36</td>
<td>28</td>
</tr>
<tr>
<td>Satisfied</td>
<td>3</td>
<td>18</td>
<td>12</td>
</tr>
<tr>
<td># Active</td>
<td>427</td>
<td>412</td>
<td>398</td>
</tr>
<tr>
<td>$ Active</td>
<td>$6,328,752</td>
<td>$6,070,197</td>
<td>$6,173,852</td>
</tr>
<tr>
<td>Average Bal</td>
<td>$13,758</td>
<td>$14,733</td>
<td>$15,512</td>
</tr>
<tr>
<td># Inactive</td>
<td>33</td>
<td>32</td>
<td>28</td>
</tr>
<tr>
<td>$ Inactive</td>
<td>$129,652</td>
<td>$116,368</td>
<td>$104,949</td>
</tr>
<tr>
<td>Average Bal</td>
<td>$4,322</td>
<td>$3,637</td>
<td>$3,748</td>
</tr>
</tbody>
</table>

*YTD thru March 31, 2020*
At the April 8, 2020 Board meeting, the Board authorized the Executive Director or Deputy Executive Director to approve the bid award to the lowest responsive bidder, execute the addendum and approve a 10% project contingency for the Imperial Pump Station Modification project. The agenda stated the bid results will be reported to the Board in the May Board meeting.

West of I-4, reuse is provided by the Sandhill Road Water Reclamation Facility (WRF) and supplemented with potable water for irrigation. The reuse irrigation system in this area experiences periods of insufficient reuse supply. To increase the supply of reuse to the western service area, the Western Reuse Storage and Pumping Facility project has been initiated to interconnect the South Bermuda Water Reclamation Facility (WRF) and Sandhill Road WRF reuse service areas with storage and pumping. The project is currently in design and this new facility is anticipated to be ready for operation next summer.

Prior to the completion of the new Western Reuse Storage and Pumping Facility, additional reuse supply to the western service area may be necessary in order to meet the high irrigation demand typically observed in the spring and fall. The Imperial Pump Station, located at Champions Gate, has four pumps that transfer surplus reuse water from the South Bermuda and Poinciana WRFs to the western Rapid Infiltration Basins for disposal. To increase the reuse supply, one of the pumps will be modified to pump the surplus reuse water to the western distribution system. In addition to the pump station modification, extension of approximately 1,300 Linear Feet (LF) of 16" reuse water main is required from the Imperial Pump Station to the existing 16" reuse water main.

The Imperial Pump Station Modification project was advertised to TWA’s continuing contractors. A bid opening was held on April 30, 2020 and three bids were received:
Board Meeting Date: 5/13/2020

Category: Staff Reports

Agenda Item: 11E

<table>
<thead>
<tr>
<th>Contractor</th>
<th>Construction Bid</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cathcart Construction</td>
<td>$559,195</td>
</tr>
<tr>
<td>Schuller Contractors</td>
<td>$670,230</td>
</tr>
<tr>
<td>Prime Construction Group</td>
<td>$684,776</td>
</tr>
</tbody>
</table>

The engineer's cost estimate for the project is $688,500.

The bids were tabulated by TWA’s Procurement Services and reviewed by the project consultant. The project has been awarded to Cathcart Construction.

Total Costs: $615,115 including 10% contingency

Recommended Action: None

Initials: LZ
Within the TWA service area there are fourteen active emergency repair projects, including projects being addressed by TWA’s Field Services. An expedited installation of a potable water booster station project to improve pressures to TWA and St. Cloud customers in north east Osceola County has also been added as a project. Project locations are shown on the attached schematic. The status of each project is described below:

**Gravity Sewers**

**LS #28/Valencian (fka Dorado Apartments) GS Rehab:** The project includes cleaning and CCTV of 1,581 feet of 8-inch mains, 1,301 feet of 8-inch CIPP, 6 laterals CIPP lined, 136 feet of 8-inch mains replaced, 30 feet of 4-inch force main replaced, two new manholes, coating 5 manholes, one manhole chimney seal, and electrical improvements. The project has been awarded to Prime Construction Group, a TWA continuing contractor. Once the NTP is approved, construction is estimated at 270 days to substantial completion. It is WIFIA compliant and will be counted towards TWA’s 51% matching share of the $81,850,000 WIFIA gravity sewer rehabilitation project.

**San Remo Boulevard (North):** Replacement of approximately 1,747 feet of 8-inch to 12-inch diameter gravity sewer and eleven manholes, and rehabilitation of approximately 9,341 feet of 8-inch to 12-inch gravity sewer via lining and twenty-seven manholes. Service is being maintained with bypass pumping. The project is in construction and is approximately 68% complete. Substantial completion is anticipated in November of 2020. The project is WIFIA compliant and will be counted towards TWA’s 51% matching share of the $81,850,000 WIFIA gravity sewer rehabilitation project. The WIFIA loan funds the 49% balance. TWA is evaluating adding additional rehabilitation work to the scope.

**Royal Palm:** Field Services will repair a gravity sewer damaged by a non-TWA contractor. The contractor bored through TWA’s sewer with a pipe. Field Service crews have not been able to identify the contractor or the material within the pipe. TWA will seek compensation from the contractor for TWA’s costs.
Hermosillo and Floral Streets: The gravity sewers on these streets are in poor condition and deteriorating. Field Services completed CCTVing the sewers and the ensuing evaluation by TWA’s consultant determined that a manhole requires immediate repair. Additional rehabilitation of the system will be included in a WIFIA gravity sewer project.

Seralago Priority GS Rehab: A collapsed 12-inch gravity sewer main and existing manhole is buried below a Lynx Bus stop. The manhole is an old brick manhole that has infiltration and will be removed and replaced. The system is currently on bypass to maintain service. The repair requires replacing approximately 32 feet of 8-inch and 12-inch piping with the manhole replacement and CIPP lining the 12-inch piping on each side of the manhole. Conceptual design has been completed, the permit submitted to FDOT for review and response to FDOT comments provided. The permit is anticipated as being approved by early May, then the project will be bid to TWA’s continuing contractors, is WIFIA compliant, and will be counted towards TWA’s 51% matching share of the $81,850,000.

LS 3/Enterprise Road Priority GS Rehab: Bids have been received for replacing 215 LF of 10-inch gravity sewer. The project construction will be initiated in May with July completion. The project is a WIFIA funded priority project and will be counted towards TWA’s 51% matching share of the $81,850,000.

Columbia Avenue Road Settlement: Road repair at two different locations along Columbia Avenue in areas where sanitary sewer repair work was performed in 2018. One of the areas is located approximately 280 feet east of Armstrong Boulevard. The cause of the road subsidence has been attributed to poorly compacted soils above the repaired pipe. There were no issues with the repaired pipe. Garney Companies, Inc, the contractor that performed the repairs in 2018 is scheduled to perform repairs for a cost of $35,312.00. Staff will consult with General Counsel to confirm warranty terms from the contract can be enforced. Garney was advised of this issue before the one-year warranty expired. The second area is located approximately 400 feet west of Dyer Boulevard. The cause for the road subsidence is still being investigated, but it is believed a leak within the manhole adjacent to the road dip is the cause. Field Services will perform TV inspection of the pipe on April 29 and share their findings with Engineering Services. Garney will be asked for a cost proposal to repair this area since this second depression occurred after the one-year warranty expired.

Misc. Gravity Sewer Priority Rehabilitation Projects:
- Audubon and Eagle (service maintained by by-pass pumping)
- Mercantile/Poinciana
Board Meeting Date: 5/13/2020

Category: Staff Reports

Agenda Item: 11F

- Sand Run Gravity
- Ernest Street Gravity
- Hoagland Gravity
- Sangria Gravity

The rehabilitation at each site will be packaged as one construction project and will include cleaning and CCTV of 4,586 feet of 8 to 10-inch mains, 1,453 feet of 8 to 10-inch CIPP, 1,123 feet of 6 to 10-inch gravity sewer replaced, 44 feet of 8 to 10-inch force main replaced; eighteen new manholes (various diameters and depths), and coating of manholes. The project has been provided to TWA for bidding. The project will be WIFIA compliant and will count towards TWA’s 51% matching share of the $81,850,000 WIFIA gravity sewer rehabilitation project. The WIFIA loan funds the 49% balance. The project is anticipated as being bid by mid-May 2020 and estimated construction time is 365 days to substantial completion after the NTP is issued.

Force Mains

LS57 30-Inch Ductile Iron Pipe (DIP) Force Main: The force main, constructed in the mid-1980s, failed in August 2019. As a result, the design of a parallel force main and replacement/rehabilitation of the existing force main was initiated immediately. The design was scheduled to be completed in May 2020. The force main failed again on April 22, 2020 and was placed back to service after repair with a repair clamp. On April 26, 2020 the force main failed for the 3rd time. All three failures were at different locations but were within approximately 150 feet from the lift station.

The section of approximately 750 feet of failed pipe has been bypassed. Garney Companies, Inc., one of TWA’s continuing contractors, has been requested to provide an emergency service to install the parallel force main. The replacement/rehabilitation of the existing force main will be constructed separately through a competitive bidding process.

Simpson Road Force Main: A 12-inch asbestos cement force main has failed requiring bypass pumping around approximately 80 feet of pipe. The condition of the remaining 2,500 feet is being evaluated to determine the extent of force main replacement required. Working with Engineering to expedite this repair.

192 and Simpson Road: Field Services discovered a depression around the manhole and has determined a manhole and approximately 50-feet of gravity sewer require replacing. The Field Services collected data has been forwarded to TWA’s consultant for design of the replacements.
WAWA ASBESTOS LINE REPLACEMENT: Addendum with Jr. Davis for the water main replacement approved at April 2020 Board meeting. Construction is expected to start May 4th, 2020 and is expected to take approximately two weeks.

Lift Stations
LS97 - Lift station 97 includes two 10-foot diameter wet wells with an interconnecting 24-inch pipe. The piping separated from the wet well allowing groundwater and soils to migrate into the wet well resulting in one wet well and the surrounding area settling approximately 10 inches. An initial project to address the soils migration and stabilize the soils was completed October 2019. Following this activity, the connecting pipe between the two wet wells was rehabilitated. These steps were necessary to evaluate the facility rehabilitation requirements.

During the initial work of soil stabilization, pipe rehabilitation, and evaluation, a temporary wastewater bypass system was utilized requiring the closure of Formosa Boulevard. Removal of the bypass system and re-opening of the road occurred early December 2019 and the station temporarily placed back into service.

A rehabilitation design was developed and construction project awarded on Feb. 12, 2020. Prior to contractor mobilization, additional settlement was observed at the lift station site. A bypass pump system was installed Mar. 26, 2020 to allow investigation of the settlement, prevent potential wastewater spills in the event further site settlement causes failure of the lift station piping, and allow de-energizing the entire station to address unsafe electrical conditions caused by the settlement. Geotechnical evaluation to assess site stability is underway. The rehabilitation design and construction contract may require modification upon completion of the geotechnical evaluation.

LS 10/POLYNESIAN GS REHAB – The gravity sewer outside the LS failed due to damage by a private utility. A conceptual design to replace the existing gravity main was submitted to contractors for quotes and awarded to Carr and Collier, a TWA continuing contractor. The work is approximately 96% completed and is anticipated as being complete at the end of April 2020.

ST. CLOUD BOOSTER STATION
The St. Cloud Booster Station is not an emergency repair project, but is a project to increase water pressure to TWA and St. Cloud customers in northeast Osceola County. The expedited project will improve pressure to TWA’s Lake Ajay and Split Oaks Phase 1 & 2 and St. Cloud customers in the area. Low pressures during peak irrigation periods have resulted in customer complaints. The project will also serve the initial Sunbridge development until completion of the Sunbridge water treatment plant in mid-2021. The
booster station equipment low bid was awarded to Engineered Fluid Incorporated (EFI) and the unit was delivered to the site on November 21, 2019.

The installation of the booster station is complete and a startup test is scheduled for April 28, 2020.

Road Repair
A roadway failure in a southbound lane of Poinciana Blvd., approximately 1,500-feet south of US192, occurred Sept. 2019 following the installation of a 24-inch water main via directional drilling, a trenchless installation method. The failure is due to the impact of the directional drilling operation on unidentified pre-existing soil conditions.

A scope of design services was executed with one of the Authority’s continuing consultants on Apr. 20, 2020 and design has been initiated. Design and construction of this repair is expected to be complete within six months.

Total Costs:
No cost

Recommended Action:
Staff report - Board action is not required

Initials: RFP
Engineering Services is negotiating development of a revised Private Development customer service survey with a new third-party vendor, National Business Research Institute (NBRI). The new survey tool will conduct comprehensive customer service surveys reaching all TWA partners in the development community. NBRI currently conducts these surveys annually for TWA’s Customer Service team. Surveys are completed annually, results analyzed and benchmarked against other similar sized utilities. Engineering Services will utilize NBRI in a similar manner. In addition to benchmarking and tracking annual progress, NBRI will work with staff to develop questions to determine the success of the new engineering software implementation process, to be implemented mid to late 2021, that is a part of TWA’s strategic plan.

This new survey will be available to the development industry including Developers, Contractors, Engineers, Builders, and Vendors. The survey development will include input from NBRI’s organizational psychologist to promote a higher response rate. NBRI needs a higher response rate to meet the minimum responses needed to provide statistically accurate extrapolations of the data. Due to the sample size of TWA’s development customer base, NBRI will require a slightly better than average return rate on surveys for benchmarking to occur.

Typically, each quarter staff contacts large developers including DR Horton, KB Homes, Pulte, Lennar and Tavistock to schedule coordination meetings if desired by the developer. The annual Commercial and Residential Builders Meetings and a coordination meeting with Tavistock, scheduled for late April have been postponed due to the COVID-19 pandemic. Staff is considering virtual coordination meetings if the social distancing practices are extended.

Staff has reached out several times through email and social media to alert our development partners of changes in submittal and review processes during the COVID-19 stay at home order. To date, staff continues to meet review deadlines amid several technical and logistical challenges. Development staff continue field visits and inspections with social distancing protocols followed. Additionally, staff continue to hold
project meetings including preconstruction meetings using Webex. Staff is committed to keeping development projects moving forward while maintaining the safety of our partners and employees.

**Total Costs:**
No costs associated with this item

**Recommended Action:**
No action required with this item

Initials: RB
A representative from the PFM Group will present the investment report for the quarter ending March 31, 2020 and will be available to answer any questions.

**Total Costs:**
NONE

**Recommended Action:**
None.

Initials: rh
### Portfolio Performance (Total Return)

<table>
<thead>
<tr>
<th>Portfolio/Benchmark</th>
<th>Effective Duration</th>
<th>Current Quarter</th>
<th>1 Year</th>
<th>3 Year</th>
<th>5 Year</th>
<th>10 Year</th>
<th>Since Inception (03/31/09)**</th>
</tr>
</thead>
<tbody>
<tr>
<td>TOHO WATER AUTHORITY OPERATING PORTFOLIO</td>
<td>1.79</td>
<td>1.57%</td>
<td>4.32%</td>
<td>2.55%</td>
<td>1.85%</td>
<td>1.47%</td>
<td>1.55%</td>
</tr>
<tr>
<td>ICE BofAML 1-3 Year U.S. Treasury Index</td>
<td>1.81</td>
<td>2.81%</td>
<td>5.42%</td>
<td>2.70%</td>
<td>1.85%</td>
<td>1.43%</td>
<td>1.43%</td>
</tr>
<tr>
<td>Difference</td>
<td></td>
<td>-1.24%</td>
<td>-1.10%</td>
<td>-0.15%</td>
<td>0.00%</td>
<td>0.04%</td>
<td>0.12%</td>
</tr>
</tbody>
</table>

Portfolio performance is gross of fees unless otherwise indicated. **Since Inception performance is not shown for periods less than one year.
Portfolio Statistics
As of March 31, 2020

- Par Value: $72,316,054
- Total Market Value: $74,335,254
- Security Market Value: $73,787,308
- Accrued Interest: $255,866
- Cash: $292,080
- Amortized Cost: $72,411,984
- Yield at Market: 1.22%
- Yield at Cost: 2.28%
- Effective Duration: 1.79 Years
- Duration to Worst: 1.92 Years
- Average Maturity: 2.74 Years
- Average Credit: AA

Credit Quality (S&P Ratings)
- Not Rated: 3.2%
- AAA: 17.8%
- AA+: 6.7%
- AA: 1.3%
- AA-: 4.0%
- BBB+: 2.9%
- BBB: 0.4%
- A+: 3.4%
- A-: 2.7%
- A: 6.7%

Sector Allocation
- U.S. Treasury: 39.9%
- Supra-Sov / Supra-Natl Agency: 4.8%
- Municipal: 0.6%
- Mortgage-Backed: 7.5%
- Asset-Backed: 16.3%
- Corporate: 21.0%
- Federal Agency/CMO: 6.9%
- Federal Agency/GSE: 3.0%

Maturity Distribution
- 0 - 1 Year: 5.4%
- 1 - 2 Years: 36.6%
- 2 - 3 Years: 34.6%
- 3 - 4 Years: 10.3%
- 4 - 5 Years: 5.3%
- > 5 Years: 7.7%

* An average of each security's credit rating assigned a numeric value and adjusted for its relative weighting in the portfolio.
Domestic Data Was Strong Prior to Coronavirus Outbreak

U.S. GDP Growth

all four quarters’ readings topped analyst estimates

New Home Sales
(000s, annual pace)

highest level in 12 years

Conference Board Consumer Confidence

had been near all-time highs

Average Monthly Job Growth

the 2010s were the best decade for job growth on record

COVID-19: A Three-Pronged Crisis

Health Crisis Pandemic

The rapidly spreading coronavirus is overwhelming healthcare facilities around the world as the number of cases and deaths related to the virus continue to grow.

Effects on the Economy

With businesses forced to close their doors and consumers stuck at home “social distancing,” the economy has come to a near standstill over a very short period of time.

Effects on Financial Markets

Treasury yields and stock prices have plummeted while credit spreads and volatility have soared in reaction to the uncertainty created by the pandemic.
COVID-19 Pandemic Spans the Globe and Is Still Growing

Coronavirus Cases

- Confirmed Cases
- Deaths
- Recovered

<table>
<thead>
<tr>
<th>Rank*</th>
<th>Country</th>
<th># Cases</th>
<th># Deaths</th>
<th>Death Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>United States</td>
<td>352,546</td>
<td>10,389</td>
<td>2.9%</td>
</tr>
<tr>
<td>2</td>
<td>China</td>
<td>82,665</td>
<td>3,335</td>
<td>4.0%</td>
</tr>
<tr>
<td>3</td>
<td>Japan</td>
<td>3,654</td>
<td>85</td>
<td>2.3%</td>
</tr>
<tr>
<td>4</td>
<td>Germany</td>
<td>101,558</td>
<td>1,662</td>
<td>1.6%</td>
</tr>
<tr>
<td>5</td>
<td>India</td>
<td>4,778</td>
<td>136</td>
<td>2.8%</td>
</tr>
<tr>
<td>6</td>
<td>United Kingdom</td>
<td>52,274</td>
<td>5,383</td>
<td>10.3%</td>
</tr>
<tr>
<td>7</td>
<td>France</td>
<td>98,956</td>
<td>8,926</td>
<td>9.0%</td>
</tr>
<tr>
<td>8</td>
<td>Italy</td>
<td>132,547</td>
<td>16,523</td>
<td>12.5%</td>
</tr>
<tr>
<td>10</td>
<td>Canada</td>
<td>15,940</td>
<td>294</td>
<td>1.8%</td>
</tr>
<tr>
<td>12</td>
<td>South Korea</td>
<td>10,284</td>
<td>186</td>
<td>1.8%</td>
</tr>
<tr>
<td>13</td>
<td>Spain</td>
<td>135,032</td>
<td>13,169</td>
<td>9.8%</td>
</tr>
<tr>
<td>14</td>
<td>Australia</td>
<td>5,797</td>
<td>40</td>
<td>0.7%</td>
</tr>
<tr>
<td>15</td>
<td>Mexico</td>
<td>2,143</td>
<td>94</td>
<td>4.4%</td>
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<tr>
<td>20</td>
<td>Switzerland</td>
<td>21,652</td>
<td>762</td>
<td>3.5%</td>
</tr>
<tr>
<td>25</td>
<td>Iran</td>
<td>60,500</td>
<td>3,739</td>
<td>6.2%</td>
</tr>
</tbody>
</table>

Source: Bloomberg data compiled from Johns Hopkins University, the World Health Organization, and other sources.
Economists Expect a Significant, Immediate Downturn in the U.S. Economy

Due to the uncertainty regarding the continued spread and duration of the novel coronavirus, forecasts for economic growth vary greatly among economists. Some expect a sharp contraction followed by a quick rebound, and others forecast a more protracted contraction followed by a gradual recovery.

Interest Rates Plunge; Likely to Stay Ultra-Low Through the Crisis

US Treasury Yield Curve

March 31, 2020

December 31, 2019

2.5%
2.0%
1.5%
1.0%
0.5%
0.0%

With the significant decline in interest rates across the curve, Treasury holdings have appreciated in value.

Sector Spreads Spike to Levels Not Seen Since the Great Recession

Federal Agency Yield Spreads

Mortgage-Backed Securities Yield Spreads

Corporate Notes A-AAA Yield Spreads

Asset-Backed Securities Yield Spreads

Source: ICE BofAML 1-5 year Indices via Bloomberg, MarketAxess and PFM as of 3/31/20. Spreads on ABS and MBS are option-adjusted spreads of 0-5 year indices based on weighted average life; spreads on agencies are relative to comparable-maturity Treasuries. CMBS is Commercial Mortgage-Backed Securities.
 Stocks Plummet From All-Time Highs During a Volatile Quarter  

S&P Price Change

Congress Passes $2 Trillion Stimulus Package
Coronavirus Aid, Relief, and Economic Security (CARES) Act

- Household payments $301 billion
- Unemployment Insurance $250 billion
- Tax deferrals and extended deadlines $221 billion
- Aid to states $150 billion
- Airline, cargo carrier $29 billion
- Loans to businesses $454 billion
- Small business loans $349 billion
- Airline, cargo grants $32 billion
- Other $198 billion
- Loans $25 billion
- Hospitals and veteran’s care $117 billion

Source: NPR, as of 3/31/2020.
### Asset Allocation

<table>
<thead>
<tr>
<th>Security Type</th>
<th>Amortized Cost (Includes Interest)</th>
<th>Allocation Percentage</th>
<th>Permitted by Policy</th>
<th>In Compliance</th>
</tr>
</thead>
<tbody>
<tr>
<td>Asset-Backed Securities</td>
<td>24,494,036.61</td>
<td>13.34%</td>
<td>25%</td>
<td>Yes</td>
</tr>
<tr>
<td>Bankers’ Acceptances</td>
<td></td>
<td></td>
<td>10%</td>
<td>Yes</td>
</tr>
<tr>
<td>Certificates of Deposit and Savings Accounts</td>
<td></td>
<td></td>
<td>10%</td>
<td>Yes</td>
</tr>
<tr>
<td>Commercial Paper</td>
<td></td>
<td></td>
<td>35%</td>
<td>Yes</td>
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<tr>
<td>Corporate Notes</td>
<td>31,686,675.10</td>
<td>17.25%</td>
<td>35%</td>
<td>Yes</td>
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<tr>
<td>Federal Agency</td>
<td>4,263,610.55</td>
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<td>75%</td>
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<tr>
<td>Florida Prime (SBA)</td>
<td></td>
<td></td>
<td>25%</td>
<td>Yes</td>
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<tr>
<td>Intergovernmental Pools</td>
<td>30,823,751.07</td>
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<td>25%</td>
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<td>Federal Agency MBS/CMO</td>
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<td>12.02%</td>
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<td>Money Market Funds</td>
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<td>50%</td>
<td>Yes</td>
</tr>
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<td>Municipals</td>
<td>1,308,073.04</td>
<td>0.71%</td>
<td>25%</td>
<td>Yes</td>
</tr>
<tr>
<td>Repurchase Agreements</td>
<td></td>
<td></td>
<td>25%</td>
<td>Yes</td>
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<td>Supranationals</td>
<td>7,643,774.66</td>
<td>4.16%</td>
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<td>United States Treasury Securities</td>
<td>60,710,868.63</td>
<td>33.06%</td>
<td>100%</td>
<td>Yes</td>
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<tr>
<td><strong>Total</strong></td>
<td>183,650,849.96</td>
<td>100.00%</td>
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</tr>
</tbody>
</table>

End of month trade-date amortized cost of portfolio holdings, including accrued interest.
<table>
<thead>
<tr>
<th>Sector</th>
<th>Individual Issuer Breakdown</th>
<th>Amortized Cost (Includes Interest)</th>
<th>Allocation Percentage</th>
<th>Permitted by Policy</th>
<th>In Compliance</th>
</tr>
</thead>
<tbody>
<tr>
<td>ASSET-BACKED</td>
<td>ALLY AUTO RECEIVABLES TRUST</td>
<td>1,145,140.32</td>
<td>0.62%</td>
<td>5%</td>
<td>Yes</td>
</tr>
<tr>
<td>ASSET-BACKED</td>
<td>AMERICAN EXPRESS CREDIT ACCOUN</td>
<td>1,201,174.65</td>
<td>0.65%</td>
<td>5%</td>
<td>Yes</td>
</tr>
<tr>
<td>ASSET-BACKED</td>
<td>CAPITAL ONE MULTI-ASSET EXECUT</td>
<td>2,381,631.16</td>
<td>1.30%</td>
<td>5%</td>
<td>Yes</td>
</tr>
<tr>
<td>ASSET-BACKED</td>
<td>CAPITAL ONE PRIME AUTO REC TRUST</td>
<td>475,450.62</td>
<td>0.26%</td>
<td>5%</td>
<td>Yes</td>
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<tr>
<td>ASSET-BACKED</td>
<td>CITIBANK CREDIT CARD ISSUANCE</td>
<td>502,414.39</td>
<td>0.27%</td>
<td>5%</td>
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<tr>
<td>ASSET-BACKED</td>
<td>CNH EQUIPMENT TRUST</td>
<td>1,912,865.87</td>
<td>1.04%</td>
<td>5%</td>
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<tr>
<td>ASSET-BACKED</td>
<td>FIFTH THIRD AUTO TRUST</td>
<td>250,249.00</td>
<td>0.14%</td>
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<tr>
<td>ASSET-BACKED</td>
<td>FORD CREDIT AUTO OWNER TRUST</td>
<td>295,474.92</td>
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<td>5%</td>
<td>Yes</td>
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<tr>
<td>ASSET-BACKED</td>
<td>GM FINANCIAL AUTO LEASING TRUST</td>
<td>926,083.19</td>
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<td>ASSET-BACKED</td>
<td>GM FINANCIAL SECURITIZED TERM</td>
<td>2,012,103.94</td>
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<td>ASSET-BACKED</td>
<td>HARLEY-DAVIDSON MOTORCYCLE TRUST</td>
<td>355,219.88</td>
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<td>5%</td>
<td>Yes</td>
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<td>ASSET-BACKED</td>
<td>HONDA AUTO RECEIVABLES OWNER T</td>
<td>602,642.44</td>
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<tr>
<td>ASSET-BACKED</td>
<td>HYUNDAI AUTO RECEIVABLES TRUST</td>
<td>575,704.83</td>
<td>0.31%</td>
<td>5%</td>
<td>Yes</td>
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<tr>
<td>ASSET-BACKED</td>
<td>NISSAN AUTO RECEIVABLES OWNER T</td>
<td>951,114.45</td>
<td>0.52%</td>
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<td>ASSET-BACKED</td>
<td>TOYOTA AUTO RECEIVABLES OWNER</td>
<td>2,127,508.15</td>
<td>1.16%</td>
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<td>ASSET-BACKED</td>
<td>WORLD OMNI AUTO RECEIVABLES TR</td>
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<td>ASSET-BACKED</td>
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<td>ASSET-BACKED</td>
<td>CARMAX AUTO OWNER TRUST</td>
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<td>ASSET-BACKED</td>
<td>JOHN DEERE OWNER TRUST</td>
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<td>ASSET-BACKED</td>
<td>MERCEDES-BENZ AUTO RECEIVABLES</td>
<td>555,734.02</td>
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<td>ASSET-BACKED</td>
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<td>801,040.48</td>
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<td>MERCEDES-BENZ AUTO LEASE TRUST</td>
<td>801,110.29</td>
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<td>ASSET-BACKED</td>
<td>VOLKSWAGEN AUTO LOAN ENHANCED</td>
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<td>Yes</td>
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<td>ASSET-BACKED</td>
<td>DISCOVER CARD EXECUTION NOTE TRU</td>
<td>325,433.88</td>
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<tr>
<td>ASSET-BACKED</td>
<td>VERIZON OWNER TRUST</td>
<td>1,090,545.21</td>
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<td>ASSET-BACKED</td>
<td>VOLKSWAGEN AUTO LEASE TRUST</td>
<td>325,193.42</td>
<td>0.18%</td>
<td>5%</td>
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<td>CORPORATE NOTE</td>
<td>AMERICAN EXPRESS CREDIT</td>
<td>1,574,730.23</td>
<td>0.86%</td>
<td>5%</td>
<td>Yes</td>
</tr>
<tr>
<td>CORPORATE NOTE</td>
<td>AMERICAN HONDA FINANCE</td>
<td>1,408,484.30</td>
<td>0.77%</td>
<td>5%</td>
<td>Yes</td>
</tr>
<tr>
<td>CORPORATE NOTE</td>
<td>APPLE INC</td>
<td>365,293.93</td>
<td>0.20%</td>
<td>5%</td>
<td>Yes</td>
</tr>
<tr>
<td>CORPORATE NOTE</td>
<td>BRANCH BANKING &amp; TRUST</td>
<td>1,291,574.27</td>
<td>0.70%</td>
<td>5%</td>
<td>Yes</td>
</tr>
<tr>
<td>CORPORATE NOTE</td>
<td>CITIGROUP INC</td>
<td>1,251,667.87</td>
<td>0.68%</td>
<td>5%</td>
<td>Yes</td>
</tr>
<tr>
<td>CORPORATE NOTE</td>
<td>GOLDMAN SACHS GROUP INC</td>
<td>378,480.26</td>
<td>0.21%</td>
<td>5%</td>
<td>Yes</td>
</tr>
<tr>
<td>CORPORATE NOTE</td>
<td>MORGAN STANLEY</td>
<td>697,285.32</td>
<td>0.38%</td>
<td>5%</td>
<td>Yes</td>
</tr>
<tr>
<td>CORPORATE NOTE</td>
<td>TOYOTA MOTOR CREDIT CORP</td>
<td>1,905,664.67</td>
<td>1.04%</td>
<td>5%</td>
<td>Yes</td>
</tr>
<tr>
<td>CORPORATE NOTE</td>
<td>JOHN DEERE CAPITAL CORP</td>
<td>1,562,305.79</td>
<td>0.85%</td>
<td>5%</td>
<td>Yes</td>
</tr>
<tr>
<td>CORPORATE NOTE</td>
<td>INTEL CORP</td>
<td>201,436.00</td>
<td>0.11%</td>
<td>5%</td>
<td>Yes</td>
</tr>
<tr>
<td>CORPORATE NOTE</td>
<td>IBM CORP</td>
<td>525,223.80</td>
<td>0.29%</td>
<td>5%</td>
<td>Yes</td>
</tr>
<tr>
<td>CORPORATE NOTE</td>
<td>JPMORGAN CHASE &amp; CO</td>
<td>1,473,250.75</td>
<td>0.80%</td>
<td>5%</td>
<td>Yes</td>
</tr>
<tr>
<td>Sector</td>
<td>Individual Issuer Breakdown</td>
<td>Amortized Cost (Includes Interest)</td>
<td>Allocation Percentage</td>
<td>Permitted by Policy</td>
<td>In Compliance</td>
</tr>
<tr>
<td>----------------------------</td>
<td>---------------------------------------------</td>
<td>------------------------------------</td>
<td>-----------------------</td>
<td>---------------------</td>
<td>---------------</td>
</tr>
<tr>
<td>CORPORATE NOTE</td>
<td>CHARLES SCHWAB CORP</td>
<td>743,617.22</td>
<td>0.40%</td>
<td>5%</td>
<td>Yes</td>
</tr>
<tr>
<td>CORPORATE NOTE</td>
<td>US BANK NA CINCINNATI</td>
<td>533,414.26</td>
<td>0.29%</td>
<td>5%</td>
<td>Yes</td>
</tr>
<tr>
<td>CORPORATE NOTE</td>
<td>BANK OF AMERICA CORP</td>
<td>672,740.60</td>
<td>0.37%</td>
<td>5%</td>
<td>Yes</td>
</tr>
<tr>
<td>CORPORATE NOTE</td>
<td>UNILEVER CAPITAL CORP</td>
<td>1,014,033.56</td>
<td>0.55%</td>
<td>5%</td>
<td>Yes</td>
</tr>
<tr>
<td>CORPORATE NOTE</td>
<td>3M COMPANY</td>
<td>1,170,594.68</td>
<td>0.64%</td>
<td>5%</td>
<td>Yes</td>
</tr>
<tr>
<td>CORPORATE NOTE</td>
<td>CISCO SYSTEMS</td>
<td>587,869.18</td>
<td>0.32%</td>
<td>5%</td>
<td>Yes</td>
</tr>
<tr>
<td>CORPORATE NOTE</td>
<td>HOME DEPOT INC</td>
<td>235,242.17</td>
<td>0.13%</td>
<td>5%</td>
<td>Yes</td>
</tr>
<tr>
<td>CORPORATE NOTE</td>
<td>WALT DISNEY COMPANY/THE</td>
<td>399,843.88</td>
<td>0.22%</td>
<td>5%</td>
<td>Yes</td>
</tr>
<tr>
<td>CORPORATE NOTE</td>
<td>PACCAR FINANCIAL CORP</td>
<td>1,570,166.18</td>
<td>0.85%</td>
<td>5%</td>
<td>Yes</td>
</tr>
<tr>
<td>CORPORATE NOTE</td>
<td>CATERPILLAR FINANCIAL SERVICES CORP</td>
<td>1,117,102.14</td>
<td>0.61%</td>
<td>5%</td>
<td>Yes</td>
</tr>
<tr>
<td>CORPORATE NOTE</td>
<td>VISA INC</td>
<td>100,871.80</td>
<td>0.05%</td>
<td>5%</td>
<td>Yes</td>
</tr>
<tr>
<td>CORPORATE NOTE</td>
<td>WAL-MART STORES INC</td>
<td>811,830.24</td>
<td>0.44%</td>
<td>5%</td>
<td>Yes</td>
</tr>
<tr>
<td>CORPORATE NOTE</td>
<td>WELLS FARGO &amp; COMPANY</td>
<td>446,309.60</td>
<td>0.24%</td>
<td>5%</td>
<td>Yes</td>
</tr>
<tr>
<td>CORPORATE NOTE</td>
<td>UNITED PARCEL SERVICE</td>
<td>848,683.36</td>
<td>0.46%</td>
<td>5%</td>
<td>Yes</td>
</tr>
<tr>
<td>CORPORATE NOTE</td>
<td>HERSHEY COMPANY</td>
<td>470,322.17</td>
<td>0.26%</td>
<td>5%</td>
<td>Yes</td>
</tr>
<tr>
<td>CORPORATE NOTE</td>
<td>MERCK &amp; CO INC</td>
<td>621,123.23</td>
<td>0.34%</td>
<td>5%</td>
<td>Yes</td>
</tr>
<tr>
<td>CORPORATE NOTE</td>
<td>PFIZER INC</td>
<td>1,015,930.68</td>
<td>0.55%</td>
<td>5%</td>
<td>Yes</td>
</tr>
<tr>
<td>CORPORATE NOTE</td>
<td>NATIONAL RURAL UTIL COOP</td>
<td>1,096,615.23</td>
<td>0.60%</td>
<td>5%</td>
<td>Yes</td>
</tr>
<tr>
<td>CORPORATE NOTE</td>
<td>BOEING CO</td>
<td>633,761.72</td>
<td>0.35%</td>
<td>5%</td>
<td>Yes</td>
</tr>
<tr>
<td>CORPORATE NOTE</td>
<td>HONEYWELL INTERNATIONAL</td>
<td>315,745.86</td>
<td>0.17%</td>
<td>5%</td>
<td>Yes</td>
</tr>
<tr>
<td>CORPORATE NOTE</td>
<td>GENERAL DYNAMICS CORP</td>
<td>682,411.08</td>
<td>0.37%</td>
<td>5%</td>
<td>Yes</td>
</tr>
<tr>
<td>CORPORATE NOTE</td>
<td>EXXON MOBIL CORP</td>
<td>540,818.30</td>
<td>0.29%</td>
<td>5%</td>
<td>Yes</td>
</tr>
<tr>
<td>CORPORATE NOTE</td>
<td>BANK OF NY MELLON CORP</td>
<td>1,152,440.24</td>
<td>0.63%</td>
<td>5%</td>
<td>Yes</td>
</tr>
<tr>
<td>CORPORATE NOTE</td>
<td>BURLINGTN NORTH SANTA FE</td>
<td>356,661.57</td>
<td>0.19%</td>
<td>5%</td>
<td>Yes</td>
</tr>
<tr>
<td>CORPORATE NOTE</td>
<td>EXXON MOBIL CORPORATION</td>
<td>641,521.61</td>
<td>0.35%</td>
<td>5%</td>
<td>Yes</td>
</tr>
<tr>
<td>CORPORATE NOTE</td>
<td>ORACLE CORP</td>
<td>614,997.34</td>
<td>0.33%</td>
<td>5%</td>
<td>Yes</td>
</tr>
<tr>
<td>CORPORATE NOTE</td>
<td>ADOBE INC</td>
<td>656,610.01</td>
<td>0.36%</td>
<td>5%</td>
<td>Yes</td>
</tr>
<tr>
<td>MBS / CMO</td>
<td>FANNIE MAE</td>
<td>6,883,632.24</td>
<td>3.75%</td>
<td>25%</td>
<td>Yes</td>
</tr>
<tr>
<td>Sector</td>
<td>Individual Issuer Breakdown</td>
<td>Amortized Cost (Includes Interest)</td>
<td>Allocation Percentage</td>
<td>Permitted by Policy</td>
<td>In Compliance</td>
</tr>
<tr>
<td>-------------------------</td>
<td>-------------------------------------------------</td>
<td>------------------------------------</td>
<td>-----------------------</td>
<td>---------------------</td>
<td>---------------</td>
</tr>
<tr>
<td>MBS / CMO</td>
<td>FHLMC MULTIFAMILY STRUCTURED P</td>
<td>9,153,487.69</td>
<td>4.98%</td>
<td>25%</td>
<td>Yes</td>
</tr>
<tr>
<td>MBS / CMO</td>
<td>FREDDIE MAC</td>
<td>4,877,409.99</td>
<td>2.66%</td>
<td>25%</td>
<td>Yes</td>
</tr>
<tr>
<td>MBS / CMO</td>
<td>FANNIEMAE-ACES</td>
<td>1,153,135.16</td>
<td>0.63%</td>
<td>25%</td>
<td>Yes</td>
</tr>
<tr>
<td>US TSY BOND/NOTE</td>
<td>UNITED STATES TREASURY</td>
<td>60,710,868.63</td>
<td>33.06%</td>
<td>100%</td>
<td>Yes</td>
</tr>
<tr>
<td>SUPRANATL</td>
<td>INTL BANK OF RECONSTRUCTION AND DEV</td>
<td>1,114,601.80</td>
<td>0.61%</td>
<td>5%</td>
<td>Yes</td>
</tr>
<tr>
<td>SUPRANATL</td>
<td>INTER-AMERICAN DEVELOPMENT BANK</td>
<td>1,122,234.98</td>
<td>0.61%</td>
<td>5%</td>
<td>Yes</td>
</tr>
<tr>
<td>SUPRANATL</td>
<td>INTERNATIONAL FINANCE CORPORATION</td>
<td>400,546.67</td>
<td>0.22%</td>
<td>5%</td>
<td>Yes</td>
</tr>
<tr>
<td>SUPRANATL</td>
<td>AFRICAN DEVELOPMENT BANK</td>
<td>2,687,137.72</td>
<td>1.46%</td>
<td>5%</td>
<td>Yes</td>
</tr>
<tr>
<td>SUPRANATL</td>
<td>ASIAN DEVELOPMENT BANK</td>
<td>2,319,253.49</td>
<td>1.26%</td>
<td>5%</td>
<td>Yes</td>
</tr>
<tr>
<td>MUNI BOND/NOTE</td>
<td>CALIFORNIA ST</td>
<td>1,308,073.04</td>
<td>0.71%</td>
<td>5%</td>
<td>Yes</td>
</tr>
<tr>
<td>FED AGY BOND/NOTE</td>
<td>FANNIE MAE</td>
<td>1,856,759.97</td>
<td>1.01%</td>
<td>40%</td>
<td>Yes</td>
</tr>
<tr>
<td>FED AGY BOND/NOTE</td>
<td>FEDERAL HOME LOAN BANKS</td>
<td>2,406,850.58</td>
<td>1.31%</td>
<td>40%</td>
<td>Yes</td>
</tr>
<tr>
<td>MNY MKT/MUTUAL FND</td>
<td>CASH BALANCE</td>
<td>652,395.22</td>
<td>0.36%</td>
<td>25%</td>
<td>Yes</td>
</tr>
<tr>
<td>INTERGOVERNMENTAL POOLS</td>
<td>FL PALM</td>
<td>30,823,751.07</td>
<td>16.78%</td>
<td>25%</td>
<td>Yes</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td></td>
<td>183,650,849.96</td>
<td>100.00%</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

End of month trade-date amortized cost of portfolio holdings, including accrued interest.
Disclaimer

This material is based on information obtained from sources generally believed to be reliable and available to the public, however PFM Asset Management LLC cannot guarantee its accuracy, completeness or suitability. This material is for general information purposes only and is not intended to provide specific advice or a specific recommendation. All statements as to what will or may happen under certain circumstances are based on assumptions, some but not all of which are noted in the presentation. Assumptions may or may not be proven correct as actual events occur, and results may depend on events outside of your or our control. Changes in assumptions may have a material effect on results. Past performance does not necessarily reflect and is not a guaranty of future results. The information contained in this presentation is not an offer to purchase or sell any securities.
Included in this agenda is the quarterly financial update for the 2nd quarter ending March 31, 2020. This unaudited report prepared by Staff presents current categorical revenue and expenses compared to budget targets and previous year.

**Total Costs:**
N/A

**Recommended Action:**
None.

Initials: rh
## Operating Revenues (in 000s)

<table>
<thead>
<tr>
<th>REVENUE ITEM</th>
<th>AMOUNT</th>
<th>YOY*% CHANGE</th>
<th>YTD BUDGET</th>
<th>% BUDGET</th>
<th>2nd QUARTER YOY TREND</th>
</tr>
</thead>
<tbody>
<tr>
<td>Rate Revenues</td>
<td>$61,559</td>
<td>7.8%</td>
<td>$61,368</td>
<td>100.3%</td>
<td><a href="#">Graph</a></td>
</tr>
<tr>
<td>Other Operating</td>
<td>$4,681</td>
<td>14.0%</td>
<td>$4,206</td>
<td>111.3%</td>
<td><a href="#">Graph</a></td>
</tr>
<tr>
<td>Investment</td>
<td>$1,175</td>
<td>(13.0%)</td>
<td>$1,187</td>
<td>99.0%</td>
<td><a href="#">Graph</a></td>
</tr>
<tr>
<td>Total Operating Revenue</td>
<td>$67,415</td>
<td>7.7%</td>
<td>$66,762</td>
<td>100.9%</td>
<td><a href="#">Graph</a></td>
</tr>
</tbody>
</table>

*Year over Year*
## Operating Expenses (in 000s)

<table>
<thead>
<tr>
<th>REVENUE ITEM</th>
<th>AMOUNT</th>
<th>YOY*% CHANGE</th>
<th>YTD BUDGET</th>
<th>% BUDGET</th>
<th>2nd QUARTER YOY TREND</th>
</tr>
</thead>
<tbody>
<tr>
<td>Personnel</td>
<td>$14,356</td>
<td>6.3%</td>
<td>$14,091</td>
<td>101.9%</td>
<td>11,734, 12,441, 13,500, 14,356</td>
</tr>
<tr>
<td>Other Operating</td>
<td>$16,921</td>
<td>8.2%</td>
<td>$19,240</td>
<td>87.9%</td>
<td>13,887, 13,905, 15,639, 16,921</td>
</tr>
<tr>
<td>PILOT</td>
<td>5,475</td>
<td>6.0%</td>
<td>$5,510</td>
<td>99.4%</td>
<td>4,426, 4,767, 5,167, 5,475</td>
</tr>
<tr>
<td>Total Operating Expenses</td>
<td>$36,752</td>
<td>7.1%</td>
<td>$38,841</td>
<td>94.6%</td>
<td>30,047, 31,113, 34,306, 36,752</td>
</tr>
</tbody>
</table>

*Year over Year
## Net Operating Revenue (in 000s)

<table>
<thead>
<tr>
<th>REVENUE ITEM</th>
<th>AMOUNT</th>
<th>YOY% CHANGE</th>
<th>YTD BUDGET</th>
<th>% BUDGET</th>
<th>2nd QUARTER YOY TREND</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total Operating Revenue</td>
<td>$67,415</td>
<td>7.7%</td>
<td>$66,762</td>
<td>100.9%</td>
<td></td>
</tr>
<tr>
<td>Total Operating Expenses</td>
<td>$36,752</td>
<td>7.1%</td>
<td>$38,841</td>
<td>94.6%</td>
<td></td>
</tr>
<tr>
<td>Net Operating Income</td>
<td>$30,663</td>
<td>8.5%</td>
<td>$27,921</td>
<td>109.8%</td>
<td></td>
</tr>
</tbody>
</table>

*Year over Year
## System Development Charge Revenue (in 000s)

<table>
<thead>
<tr>
<th>REVENUE ITEM</th>
<th>AMOUNT</th>
<th>YOY*% CHANGE</th>
<th>YTD BUDGET</th>
<th>% BUDGET</th>
<th>2nd QUARTER YOY TREND</th>
</tr>
</thead>
<tbody>
<tr>
<td>Water SDCs</td>
<td>$8,551</td>
<td>5.9%</td>
<td>$7,937</td>
<td>107.7%</td>
<td>$5,839 $6,898 $8,077 $8,551</td>
</tr>
<tr>
<td>Sewer SDCs</td>
<td>$12,274</td>
<td>7.5%</td>
<td>$11,203</td>
<td>109.5%</td>
<td>$8,679 $9,891 $11,418 $12,274</td>
</tr>
<tr>
<td>Total SDCs</td>
<td>$20,825</td>
<td>6.8%</td>
<td>$19,140</td>
<td>108.8%</td>
<td>$14,518 $16,789 $19,495 $20,825</td>
</tr>
</tbody>
</table>

*Year over Year
**Title:** WATER SUPPLY UPDATE

**Summary:**

Staff will update the October 2019 Water Supply Options presentation. The format has been revised incorporating graphics depicting the impacts of potential projects on water demand and supply. Potable water demand reduction options have been aggregated together and water supply options similarly combined. This summary is submitted in advance of the planned May Workshop.

The presentation also incorporates slides representing potable water demand projections through 2040 developed in the Authority’s master planning efforts and the impacts of potential projects on demand and supply enabling the Authority to meet future water supply requirements.

**Total Costs:** None

**Recommended Action:**

Informational only. No action required.

Initials: RFP