



The Water Cooperative of Central Florida
Wednesday, January 3, 2018
2:00 PM
Toho Administration Building
951 MLK Boulevard
Kissimmee, FL 34741

Agenda

1. ANNUAL ELECTION OF OFFICERS FOR THE BOARD OF SUPERVISORS
2. APPROVAL OF THE BOARD MEETING MINUTES FROM JULY 12, 2017
3. APPROVAL OF REIMBURSEMENT OF EXPENDITURES TO DATE BY TOHO WATER AUTHORITY ON BEHALF OF THE WATER COOPERATIVE OF CENTRAL FLORIDA
4. APPROVAL OF THE REGULAR MEETING SCHEDULE FOR 2018
5. APPROVAL OF A CONTRACT ADDENDUM WITH TETRATECH FOR THE DESIGN, CONSTRUCTION SERVICES, AND WATER QUALITY CRITERIA EXEMPTION PERMITTING FOR THE CYPRESS LAKE WATER TREATMENT PLANT TEST CONCENTRATE DISPOSAL WELL
6. APPROVAL FOR WATER COOPERATIVE BOARD CHAIRMAN TO EXECUTE INTERLOCAL AGREEMENT FOR THE DESIGN AND CONSTRUCTION OF A CONCENTRATE DISPOSAL WELL FOR THE CYPRESS LAKE ALTERNATIVE WATER SUPPLY PROJECT

| | | | |
|--------------------|--|---|-------------------------------|
| Description | Regular meeting of the Water Cooperative of Central Florida (WCCF). Present at the meeting were Polk County Commissioner George Lindsey, TWA Supervisor LeRue "Skip" Stellfox, Orange County Commissioner Peter Clarke, City of St. Cloud Commissioner Donald Shroyer, TWA Executive Director Brian L. Wheeler, Silvia Alderman, WCCF Counsel (participated via telephone), and TWA Executive Assistant Nilsa C. Diaz. | | |
| Date | 07/12/2017 | Location | Bruce R. Van Meter Board Room |
| | ITEM | NOTES | |
| 2:00 PM | MEETING CALLED TO ORDER | Meeting called to order at 2:00 PM. | |
| | 1.APPROVAL OF THE BOARD MEETING MINUTES FROM APRIL 5, 2017 | Commissioner Clarke moved for approval of the meeting minutes from the Water Cooperative Board meeting of April 5, 2017 as circulated. Commissioner Lindsey seconded the motion. Motion passed 4 to 0. | |
| | 2.APPROVAL OF REIMBURSEMENT OF EXPENDITURES TO DATE BY TOHO WATER AUTHORITY ON BEHALF OF THE WATER COOPERATIVE OF CENTRAL FLORIDA | TWA Executive Director Brian Wheeler, Agent for the WCCF, summarized the expenditures TWA made on behalf of the WCCF from March 3, 2017 – June 6, 2017 submitted for reimbursement. The total amount of expenditures for the period was \$27,484.83. Mr. Wheeler explained that the majority of the expenses were for legal fees related to representation for the Central Florida Water Initiative. Commissioner Lindsey moved for approval of the reimbursement to TWA. Commissioner Stellfox seconded the motion. Motion passed 4 to 0. | |
| | 3.APPROVAL OF THE WATER COOPERATIVE BUDGET FOR FISCAL YEAR 2018 | TWA Executive Director Wheeler presented the final proposed budget for FY2018. The proposed budget is similar to the FY2017 budget in proposed revenue and expenditures. The proposed budget has been submitted to the member governments and there have been no comments from any of the member governments. Commissioner Stellfox moved for approval of the final WCCF budget for FY2018 and Commissioner Clarke seconded the motion. Motion passed 4 to 0. TWA Executive Director Wheeler advised the Board that they might consider cancelling the scheduled October meeting because at this time there does not appear that there will any agenda items requiring Board action with the exception of the quarterly reimbursement of expenses by TWA on behalf of the WCCF. There was general consensus for the TWA Executive | |

| | | |
|--|------------------|---|
| | | <p>Director Wheeler to advise the Board of whether there is a need to cancel the October meeting as the time gets closer to the meeting date.</p> <p>Counsel Silvia Alderman provided the Board a summary of the work of the Central Florida Water Initiative Regulatory effort since the last meeting. The primary focus of the work has been associated with attempting to develop regulatory language dealing with water conservation.</p> |
| | <p>ADJOURNED</p> | <p>There being no further business to come before the Board, Chairman Shroyer adjourned the meeting at 2:07 PM.</p> <hr/> <p>Donald Shroyer, Chairman</p> <hr/> <p>Peter Clarke, Secretary</p> <p>ncd</p> |

WATER CO-OPERATIVE OF CENTRAL FLORIDA

Meeting Date: January 24, 2018

Agenda Item No. **3**

Attachments: Itemized list of expenditures by Toho Water Authority from June 6, 2017 – January 1, 2018

Title: APPROVAL OF REIMBURSEMENT OF EXPENDITURES TO DATE BY TOHO WATER AUTHORITY ON BEHALF OF THE WATER COOPERATIVE OF CENTRAL FLORIDA

Explanation:

The Board of Supervisors adopted a resolution at the October 2, 2013 meeting authorizing the reimbursement of expenses incurred by Toho Water Authority (TWA) on behalf of the Water Coop on a quarterly basis. The resolution allows the Authority to submit a detailed list of expenses incurred each quarter to the Board for approval for reimbursement. Under the resolution, the TWA could be reimbursed quarterly during the year instead of once annually as was done for the previous fiscal year. The attached list of expenditures, made to date by TWA on behalf of the Water Cooperative, is being submitted for approval for reimbursement contingent upon the Board approving the authorizing resolution.

Costs:

Recommendation: Recommendation: Staff recommends approval of the list of expenditures submitted to date for reimbursement to the TWA.

Initials: BLW

Attachment to Item 3

Toho Water Authority List of Expenditures on behalf of the Water Cooperative of Central Florida (July 10, 2017- December 6, 2017)

| Vendor | Date | Invoice | Amount |
|-------------------------------|------------|--------------|--------------------|
| Akerman LLP | 07/10/2017 | 9255456 | \$6,532.50 |
| Akerman LLP | 08/07/2017 | 9264929 | \$97.50 |
| Akerman LLP | 08/07/2017 | 9264928 | \$5,132.00 |
| Akerman LLP | 09/05/2017 | 9273399 | \$14,924.98 |
| Akerman LLP | 10/03/2017 | 9282939 | \$227.50 |
| Akerman LLP | 10/03/2017 | 9282936 | \$8,482.50 |
| Dept. of Economic Opportunity | 10/02/2017 | Annual fee | \$175.00 |
| Akerman LLP | 11/02/2017 | 9291982 | \$6,045.00 |
| Akerman LLP | 12/06/2017 | 9300199 | \$6,301.93 |
| | | TOTAL | \$47,918.91 |

WATER CO-OPERATIVE OF CENTRAL FLORIDA

Meeting Date: January 24, 2018

Agenda Item No. **4**

Attachments: Public Notice of 2018 Meeting Schedule

Title: APPROVAL OF MEETING SCHEDULE FOR 2018

Explanation:

The Water Cooperative should establish its proposed meeting schedule for 2018 to provide for public notice of the schedule. The Board has set the meeting schedule for the past several years as the first Wednesday of the month of the first month of each quarter within the calendar year. For 2018 this first meeting is being held the 4th Wednesday of January and the July meeting is being scheduled for the second Wednesday, July 11th, because the first Wednesday is July 4th the national holiday. The proposed meeting schedule and public notice is attached. The Board may schedule special meetings and amend the approved meeting schedule through appropriate action and the provision of the required notice.

Costs:

Recommendation: Staff recommends approval of the attached meeting schedule for 2018.

Initials: BLW

PUBLIC NOTICE
WATER COOPERATIVE OF CENTRAL FLORIDA
MEETING SCHEDULE FOR 2018

The Water Cooperative of Central Florida will hold meetings Wednesday, January 24, 2018, Wednesday, April 4, 2018, July 11, 2018, and Wednesday, October 3, 2018. The meetings will begin at 2:00 PM and will be held in the Bruce R. Van Meter Board Room at the Toho Water Authority administration building located at 951 Martin Luther King Boulevard, Kissimmee, FL 34741.

Purpose of these meetings is to act upon and approve proposed regional water supply projects.

Anyone interested in obtaining more information about these meetings may contact Mr. Brian L. Wheeler at 407-944-5131.

Any person requiring special accommodations at the meetings because of a disability or physical impairment should contact the Tohopekaliga Water Authority at 407-944-5000.

WATER CO-OPERATIVE OF CENTRAL FLORIDA

Meeting Date: January 24, 2018

Agenda Item No. **5**

Attachments: Scope of Services Proposal

Title: APPROVAL OF A CONTRACT ADDENDUM WITH TETRATECH FOR THE DESIGN, CONSTRUCTION SERVICES, AND WATER QUALITY CRITERIA EXEMPTION PERMITTING FOR THE CYPRESS LAKE WATER TREATMENT PLANT TEST CONCENTRATE DISPOSAL WELL

Explanation:

TWA is requesting the Water Cooperative of Central Florida (Cooperative) Board of Supervisors approve an \$867,249 addendum to the Tetrattech Consulting Contract for the design; bidding and construction services, including construction administration and construction observation; and permitting of a Water Quality Criteria Exemption (WQCE) for one test Concentrate Disposal Well for the Cypress Lake Water Treatment Plant Project.

On January 6, 2016, the Cooperative Board of Supervisors approved a Tetrattech proposal for permitting three concentrate disposal wells to inject brine concentrate, a by-product of the reverse osmosis brackish water treatment process, into the lower portion of the Lower Floridan Aquifer as an alternative to concentrate disposal through a deep injection well. The permitting through the Florida Department of Environmental Protection (FDEP) has been successfully completed and allows for the project to use the alternative method of concentrate disposal via a shallower Class V concentrate disposal well instead of a traditional Deep Injection Class I well. The Class V well will reduce the cost of the well construction from approximately \$15M to \$5M per well and will result in a substantial savings over the course of construction of three disposal wells, the number of wells required to provide disposal of the brine concentrate for the Cypress Lake Water Treatment Plant Project.

The scope of services proposal associated with the addendum has been reviewed and negotiated by participating utility staff, and includes preparation of design and technical specification, WQCE permitting services, bidding services, construction administration and construction oversight. Because the Class V well is substantially shallower than a deep injection well, the issued permit requires the Water Cooperative to submit a second permit application for a Water Quality Criteria Exemption for concentrate components that might exceed drinking water standards.

The Water Cooperative Board, on January 4, 2017, approved the 3rd Amendment to the Cypress Lake Interlocal Agreement which established a funding budget of \$5.0 million for the design and construction of the first concentrate disposal well and allocated the cost between the WCCF members and Reedy Creek Improvement District. Since the Board approval of the 3rd Amendment three of the WCCF member governments, TWA, Orange County and Polk County, and RCID have approved the 3rd Amendment too. The City of St. Cloud has not approved the 3rd Amendment to date. The City of St. Cloud City Commission will consider the 3rd Amendment at its January 25th meeting. If the St. Cloud City Commission does not approve the amendment the three WCCF members who have approved the Amendment and RCID will proceed without the City of St. Cloud through a separate interlocal agreement.

To be able to proceed with the concentrate disposal well project regardless of whether the City of St. Cloud approves the 3rd Amendment, the Board of Supervisors is requested to approve the addendum to the Tetrattech contract for the design, permitting, bidding, construction services, and permitting of WQCE as outlined above. The fee associated with the services is slightly below the funding budgeted for the engineering, construction, and permitting services in the 3rd Amendment.

Costs: \$867,249

Recommendation: TWA as project administrator, with the concurrence of participating WCCF utility staff, recommends that the Water Cooperative Board approves the Tetrattech addendum for the design, permitting and construction services for the test concentrate disposal well.

Initials: DB



January 8, 2018

Ms. Deborah Beatty, P.E.
Toho Water Authority
951 Martin Luther King Blvd., 3rd Fl.
Kissimmee, FL 34741

**Subject: Cypress Lake Water Treatment Plant, Wellfield and Raw Water Main Project
Class V Exploratory Well
Design, Bidding, and Construction Administration and Observation Services**

Tt # 200BP Toho

Dear Ms. Beatty:

Tetra Tech is pleased to furnish this revised 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

A handwritten signature in blue ink, appearing to read 'Jon D. Fox'.

Jon D. Fox, P.E.
Vice President

Attachments

JDF/ab/Cypress Lake DIW/Beatty_010818



EXHIBIT A
CYPRESS LAKE WATER TREATMENT PLANT, WELLFIELD AND RAW WATER MAIN PROJECT
CLASS V EXPLORATORY WELL
DESIGN, BIDDING, AND CONSTRUCTION ADMINISTRATION AND OBSERVATION SERVICES

Tetra Tech, Inc. (CONSULTANT) entered into a Consulting Services Agreement (AGREEMENT) with Toho Water Authority (TWA) on June 26, 2013 for Design Services for the Cypress Lake Water Treatment Plant, Wellfield and Raw Water Main Project. Pursuant to this AGREEMENT, TWA has requested that the CONSULTANT provide certain professional engineering and hydrogeological services for the Class V Exploratory Well Design, Bidding, Construction Administration and Construction Observation (Project), as further detailed in this scope of services.

I. INTRODUCTION

The Water Cooperative of Central Florida (Cooperative) members, currently consisting of the City of St. Cloud, Toho Water Authority (TWA), Orange County Utilities (OCU), and Polk County Utilities (PCU) together with the Reedy Creek Improvement District (RCID) [Utility Partners], determined that the construction of a regional alternative water supply project would be of benefit to their individual water supply needs and address the specific conditions within their own current water use permits. In 2011, an Interlocal Agreement was executed to form a cooperative entity of Central Florida utility providers to address the funding, planning, preliminary design, design and construction, comprehensive plan amendments, zoning and land use approvals, and water use permitting for water supply projects to benefit the customers and stakeholders of the Cooperative. The Cooperative recognizes the benefits of regional cooperation and has determined that such partnership is in the best interest of the public.

Strategic planning efforts determined that a regional project yielding a minimum 30 million gallons per day (MGD) of water supply would help to collectively meet the Utility Partners needs for the near future. The following planning efforts have been completed to date:

- Two test/production wells were constructed within the Cypress Lake Wellfield and tested to provide the Utility Partners with water quality data within the Lower Floridan aquifer (LFA) which was used to estimate raw water quality and ultimately to provide a basis of design for the new water treatment plant (WTP).
- The Utility Partners were issued a 30-year 37.5 MGD water use permit by the South Florida Water Management District (SFWMD) to withdraw groundwater from the LFA as an alternative water supply source.
- A Concept Development Plan (Tetra Tech, April 2014) was prepared and recommended reverse osmosis (RO) as the treatment process for the LFA brackish groundwater supply and deep well injection as the most cost effective and permissible RO concentrate management option.
- A Preliminary Design Report (Tetra Tech, October 2014) was prepared and presented a basis of design, preliminary layout of proposed facilities (buildings, site and yard piping), facility implementation, overview of regulatory requirements, and estimate of probable capital and O&M costs for the Cypress Lake WTP, wellfield, and raw water main.
- A Class V Group 4 Injection Well permit was issued for up to three (3) injection wells by the Florida Department of Environmental Protection (January 30, 2017) for disposal of brine concentrate from the proposed reverse osmosis water treatment plant.

The injection wells are permitted to a maximum design depth of 2,400 feet below land surface (bls) into the Lower Floridan Aquifer (LFA) lower permeable zone to evaluate the potential feasibility for disposal of RO concentrate. Upon issuance of the Class V Group 4 injection well, the Utility Partners have requested CONSULTANT provide a proposal for the design services, water quality criteria exemption (WQCE) permit application preparation, bidding services, and services during construction for one (1) injection well and a single zone monitoring well. A WQCE permit will be needed for parameters such as radionuclides that may exceed drinking water standards in the RO concentrate to be injected in the injection zone.

II. SCOPE OF SERVICES

A. Meetings

1. Review and Permitting Meetings:

Three (3) meetings associated with the design and WQCE permit application are anticipated:

- One (1) pre-application meeting with FDEP in the Tallahassee office.
- One (1) Utility Partners design, bidder prequalification package, and WQCE application review meeting. The intent of this meeting is to review the draft technical specifications for well construction, the pre-bid qualification package for bidder qualifications, and WQCE application package.
- One (1) public meeting prior to the WQCE permit issuance. The public meeting is typically required by FDEP in accordance with Chapter 62-520.

A proposed agenda will be prepared and distributed one (1) week prior to the meetings. CONSULTANT will be responsible for preparation and distribution of meeting minutes within one (1) week of the meetings.

Construction meetings are included in Task E (Construction Administration).

B. Design and Technical Specifications

Final design will include the preparation of the well design and technical specifications and associated bidding documents for the construction of the first injection well and single zone monitoring well. For the purposes of this proposal, it is assumed the injection well and monitoring well will be completed with a single valve termination at the surface and final wellheads will be designed and completed at a later date.

CONSULTANT will prepare a well drilling contractor pre-bid qualification package for this work to prequalify well drilling contractors prior to bidding. Each prequalified bidder will be qualified to drill injection wells (per the testing requirements in the specifications) and familiar with FDEP UIC requirements for well construction. CONSULTANT will review and evaluate pre-qualification submittals from potential well drillers and provide recommendation.

CONSULTANT will perform a topographic survey of the proposed well site (assumed site to be approx. 1.5 acres). Establish horizontal and vertical control based on Osceola County datum NAD83 (2007) Florida East Zone, NAVD 1988.

Deliverables for this task will include a draft Technical Specifications for well construction and a draft pre-bid qualification package for the Utility Partners to review. Final Technical Specifications and pre-bid qualification package will be provided based on comments received from the Utility Partners. Provide recommendation for pre-qualified well drillers.

C. WQCE Permitting Services

CONSULTANT will prepare a WQCE permit application for the Utility Partners to review. The application will be prepared for an exemption from the primary or secondary drinking water standards for the following parameters:

- Radionuclides
- Sodium
- Chloride
- Total Dissolved Solids
- Sulfate

Comments from the Utility Partners review of the application will be incorporated into the final application for submittal to the FDEP UIC Department. In addition, CONSULTANT shall respond to agency requests for additional information. The Utility Partners shall pay all permit application fees (\$6,000 per parameter).

D. Bidding Services

Bidding services will include the following:

1. Coordinate advertisement of the Project with the Utility Partners and prepare Invitation to Bid.
2. Attend a pre bid conference. The pre bid conference will include a site visit to the proposed well site.
3. Respond to written questions from bidders and prepare addenda as required to interpret, clarify or expand the Bidding Documents.
4. Review and evaluate the apparent low bidder's bid package for conformance with the bidding requirements.

E. Construction Administration

The CONSULTANT will provide construction administration services are based on a 305 day construction period, including 245 days of well construction, 30 days for mobilization prior to drilling and 30 days for demobilization/well head completion. If construction extends beyond this duration, then additional services may be required. Services during construction include the following:

1. Shop Drawing and Pay App Review

- a. Review shop drawings and other required Contractor submittals up to two (2) times per submittal for general conformance with the Contract Documents.
- b. Review Contractor's testing plan for general conformance with the Contract Documents.

- c. Review the Contractor's application for payment and the accompanying data and schedules, determine the amounts owed to the Contractor, and advise TWA of the recommended payments to the Contractor.

2. Interpretations and Clarifications

- a. Provide interpretation or clarification of the design documents when requested, and prepare change orders required for clarification or minor modification of the Contract Documents.

3. Construction Meetings

- a. CONSULTANT will attend and conduct a preconstruction conference with the selected Contractor, subcontractors, regulatory agencies and Utility Partners. CONSULTANT will prepare an agenda and will distribute meeting minutes.
- b. Attend up to ten (10) progress meetings, prepare agenda and meeting minutes. Construction of this project is anticipated to take 305 days from notice-to-proceed until substantial completion. Progress meetings are anticipated monthly.

4. Substantial and Final Completion Inspections

- a. Conduct a substantial completion site inspection and develop a punch list of items to be corrected by the Contractor for each well.
- b. Conduct a final completion site inspection to determine if the punch list items have been completed in accordance with the Contract Documents and if the Contractor's obligations are fulfilled thereunder, and recommend final payment to the Contractor.

5. Record Drawings

- a. Prepare one (1) copy and an electronic file of the record drawings for the Utility Partners incorporating those changes made during construction based on record information furnished by the Contractor.

6. FDEP Construction Coordination

- a. During the course of the project, the CONSULTANT will coordinate construction activities with the FDEP UIC as required of the permit issued.

7. Well Completion Report Preparation

- a. A well completion report summarizing the injection well construction and testing with recommendations will be prepared and submitted to the Utility Partners. A draft well completion report will be submitted to the Utility Partners for review. Comments will be incorporated in to the final well completion report and submitted to the FDEP UIC Department.

F. Construction Oversight

The CONSULTANT will provide construction oversight services based on a 305-day construction period, including 245 days of well construction, 30 days for mobilization prior to drilling and 30 days for demobilization/well head completion. If construction extends beyond this duration, then additional services may be required. Services during construction include the following:

A. Well Construction Oversight

Well construction oversight services will include oversight of mobilization activities and oversight during drilling to observe construction and testing activities of both wells for general conformance with the Contract Documents.

Onsite oversight personnel will prepare daily construction summaries and weekly reports as required by FDEP, describe and identify the geologic formations encountered, perform water quality data analysis, perform geophysical log analysis, perform and analyze hydraulic testing data, monitor construction quantities and progress, and provide various construction inspections customarily required by FDEP. Oversight services during mobilization will be conducted intermittently to observe drilling pad monitoring well installation, surface casing installation, site improvements, drilling pad construction and containment system completion prior to the start of well drilling activities. On-site oversight intermittent inspections during mobilization is not anticipated to exceed 20 hours. During well drilling, construction oversight services will be provided 24 hours per day, 7 days per week for a construction period of up to 245 days for a total of 4,682 hours of oversight. On-site oversight will be billed on a time and materials basis at a billing rate of \$110 per hour plus associated other direct costs.

III. SERVICES NOT INCLUDED

- A. No groundwater flow or solute transport modeling is included in this Scope of Work.
- B. Coordination with funding agencies has not been included in this Scope of Work.
- C. No O&M manual preparation is included.
- D. CONSULTANT shall rely upon the information and data provided by the Utility Partners and its consultants or obtained from generally acceptable sources within the industry without independent verification except to the extent such verification is expressly included in this Scope of Work.
- E. It is anticipated that only one (1) injection well and single zone monitoring well will initially be constructed and tested to understand the local injection capacity. Therefore, the design, bidding and construction services are only for the first injection well and does not include fee for the design, bidding and construction services of the other two (2) injection wells.

IV. PROJECT SCHEDULE


The period of service for the Scope of Services described in Section II is anticipated to be as follows:

| Description | Duration (Days) | Total from NTP (Days) |
|---|-----------------|-----------------------|
| Notice to Proceed | 0 | 0 |
| Draft - Design and Technical Specifications / WQCE Preapplication Meeting/WQCE Application/ Preapplication Submittals | 60 | 60 |
| Utility Partners Review/Meeting | 15 | 75 |
| Final- Design and Technical Specifications / WQCE Application Submittals | 15 | 90 |
| Bidding Services | 60 | 150 |
| Construction Administration | 305 | 455 |

V. COMPENSATION

The total compensation for the Scope of Services described in Section II is **\$867,249**. A detailed breakdown of the estimated compensation for the Scope of Services is provided below. Tasks A through E will be billed monthly on a lump sum basis, based on a percentage of work completed. Task F will be billed monthly on a time and materials basis, based on hours onsite (Field Geologist @ \$110.00 per hour) plus associated other direct costs (at Cost).

| Task | Description | Cost |
|------|-------------------------------------|------------------|
| A. | Meetings | \$28,475 |
| B. | Design and Technical Specifications | \$69,571 |
| C. | WQCE Permitting Services | \$39,432 |
| D. | Bidding Services | \$11,245 |
| E. | Construction Administration | \$144,486 |
| F. | Construction Oversight | \$574,041 |
| | Total | \$867,249 |

|  Price Proposal | | Labor Plan | | | | | | | | | | Price Summary / Totals | | | |
|--|------------------------|-------------------|------------|------------|-----------|------------|----------|-----------|-----------|----------|----------------|-------------------------------|--------------|----------------|---------------------|
| Cypress Lake Class V Exploratory Well | | 9 Resource | | | | | | | | | | | | | |
| <i>Design, Bidding and Construction Administration and Observation Services</i> | | | | | | | | | | | | | | | |
| Submitted to: Toho Water Authority (Attn: Deb Beatty) | | | | | | | | | | | | Pricing by Resource | | | |
| Contract Type: Fixed Price | | | | | | | | | | | | | | | |
| Project Phases / Tasks | Total Labor Hrs | | | | | | | | | | | Labor | Subs | ODCs | Task Pricing Totals |
| | 665 | 34 | 158 | 220 | 60 | 163 | 2 | 12 | 12 | 4 | 124,721 | 739,953 | 2,576 | 867,249 | |
| A. Meetings | 60 | 8 | 20 | 16 | 8 | 8 | - | - | - | - | 13,472 | 14,108 | 896 | 28,475 | |
| Utility Partner Design, Prequalification Package and WQCE Application | 22 | 4 | 6 | 8 | | 4 | | | | | 4,924 | | 112 | 5,036 | |
| FDEP WQCE Preapplication Meeting | 8 | | 8 | | | | | | | | 2,656 | | 672 | 3,328 | |
| Prepare and Attend WQCE Public Meeting | 30 | 4 | 6 | 8 | 8 | 4 | | | | | 5,891 | | 112 | 6,003 | |
| Subconsultant | - | | | | | | | | | | | 14,108 | | 14,108 | |
| B. Design and Technical Specifications | 144 | 14 | 28 | 26 | 24 | 22 | 2 | 12 | 12 | 4 | 26,361 | 43,098 | 112 | 69,571 | |
| Site Visit and Survey | 42 | 6 | | 6 | | | 2 | 12 | 12 | 4 | 6,253 | | 112 | 6,365 | |
| Bidding and Contract Requirements | 24 | 2 | 4 | 12 | | 6 | | | | | 4,441 | | | 4,441 | |
| Final Design Drawings and Specifications | 54 | 6 | 16 | | 24 | 8 | | | | | 10,957 | 27,149 | | 38,106 | |
| Prepare a Contractor Prequalification Package | 14 | | 4 | 4 | | 6 | | | | | 2,559 | 11,558 | | 14,118 | |
| Prequalification Submittal Reviews and Recommendation | 10 | | 4 | 4 | | 2 | | | | | 2,151 | 4,390 | | 6,542 | |
| C. WQCE Permitting | 12 | 2 | 8 | - | - | 2 | - | - | - | - | 3,503 | 35,930 | - | 39,432 | |
| Prepare WQCE Application and Respond to RAIs | 12 | 2 | 8 | | | 2 | | | | | 3,503 | 35,930 | | 39,432 | |
| D. Bidding | 37 | 6 | 4 | 12 | 4 | 11 | - | - | - | - | 6,720 | 4,413 | 112 | 11,245 | |
| Coordinate Advertisement | 1 | | | | | 1 | | | | | 102 | | | 102 | |
| Prepare for and Attend a Prebid Conference | 6 | 6 | | | | | | | | | 1,929 | | 112 | 2,041 | |
| Respond to Questions During Bidding | 10 | | 2 | 4 | | 4 | | | | | 1,691 | | | 1,691 | |
| Review and Evaluate Apparent Low Bidders Bid Submittal | 8 | | 2 | 4 | | 2 | | | | | 1,487 | | | 1,487 | |
| Conform Documents | 12 | | | 4 | 4 | 4 | | | | | 1,511 | | | 1,511 | |
| Subconsultant | - | | | | | | | | | | | 4,413 | | 4,413 | |
| E. Construction Administration | 412 | 4 | 98 | 166 | 24 | 120 | - | - | - | - | 74,665 | 68,365 | 1,456 | 144,486 | |
| Prepare for and attend a Preconstruction Meeting | 14 | 4 | 4 | 4 | | 2 | | | | | 3,437 | | 112 | 3,549 | |
| Prepare for and attend Progress Meetings (10) | 90 | | 30 | 60 | | | | | | | 19,251 | | 1,120 | 20,371 | |
| FDEP Coordination | 24 | | 24 | | | | | | | | 7,967 | | | 7,967 | |
| Shop Drawing Review | 76 | | 16 | 20 | | 40 | | | | | 12,488 | | | 12,488 | |
| Review Contractors Testing Plan | 6 | | 6 | | | | | | | | 1,992 | | | 1,992 | |
| Application for Payment Review | 18 | | | 6 | | 12 | | | | | 2,153 | | | 2,153 | |
| Respond to RFIs | 78 | | 8 | 40 | | 30 | | | | | 11,910 | | | 11,910 | |
| Prepare Change Orders | 16 | | | 12 | | 4 | | | | | 2,266 | | | 2,266 | |
| Substantial Completion Inspection | 16 | | 6 | 6 | | 4 | | | | | 3,329 | | 112 | 3,441 | |
| Final Completion Inspection | 8 | | | 6 | | 2 | | | | | 1,133 | | 112 | 1,245 | |
| Prepare Record Drawings | 18 | | | 4 | 12 | 2 | | | | | 2,274 | | | 2,274 | |
| Prepare a Well Completion Report | 48 | | 4 | 8 | 12 | 24 | | | | | 6,465 | | | 6,465 | |
| Subconsultant | - | - | - | - | - | - | - | - | - | - | - | 68,365 | - | 68,365 | |
| Monthly Meetings | - | | | | | | | | | | | 51,162 | | 51,162 | |
| Prepare a Well Completion Report | - | | | | | | | | | | | 17,203 | | 17,203 | |
| F. Construction Oversight | - | - | - | - | - | - | - | - | - | - | - | 574,041 | - | 574,041 | |
| Well Construction Oversight | - | | | | | | | | | | | 515,020 | | 515,020 | |
| ODC | - | | | | | | | | | | | 59,021 | | 59,021 | |
| Totals | 665 | 34 | 158 | 220 | 60 | 163 | 2 | 12 | 12 | 4 | 124,721 | 739,953 | 2,576 | 867,249 | |

WATER CO-OPERATIVE OF CENTRAL FLORIDA

Meeting Date: January 24, 2018

Agenda Item No. **6**

Attachments: Draft Interlocal Agreement for Cypress Lake Concentrate Disposal Well Design and Construction

Title: Approval for Water Cooperative Board Chairman to Execute Interlocal Agreement for the Design and Construction of a Concentrate Disposal Well for the Cypress Lake Alternative Water Supply Project

Explanation: The Board Counsel has drafted an Interlocal agreement to be approved and executed by four of the Water Cooperative members, Toho Water Authority, Orange County, Polk County, and Reedy Creek Improvement District, to provide for the four entities to proceed with the design and construction of a concentrate disposal well for the Cypress Lake Alternative Water Supply (AWS) project. The construction of the concentrate disposal well is necessary to complete the permitting requirements for the concentrate disposal for the Cypress Lake AWS water treatment plant. The approval of the contract with Tetra-Tech to proceed with the design and permitting for the construction of the well is provided for in Agenda Item No. 5. To date the City of St. Cloud has not approved the third amendment to the project Interlocal agreement which provided for the design and construction of the well by all five parties to the Cypress Lake AWS project agreement. The other four entities have delayed proceeding with the well project for the past year while the City of St. Cloud has experienced leadership changes and has deliberated with that new leadership on whether the City desires to continue its commitment to the project. At this point the other parties need to proceed with the well project regardless of the City of St. Cloud participation. The City may make a decision relative to their participation and make the need for this agreement moot within the next couple months however the City may also decide to not participate too. Approval of this agreement will allow the other four parties to the Cypress Lake AWS project agreement to proceed should the City of St. Cloud decide to not participate further or continue to deliberate on their participation for several more months.

The draft Interlocal agreement provides for TWA, RCID, Orange County, and Polk County to proceed with contracting for the design, permitting and construction of the concentrate disposal well without the City of St. Cloud. Under the draft Interlocal agreement TWA would initially absorb, be responsible, for the City of St. Cloud's portion of the costs. The City of St. Cloud would still have the option to join the project up to the time of substantial completion of the construction of the well by approving the Third Amendment to the Project Interlocal and reimbursing TWA for its expenses on behalf of the City. However if the City does not join the project by the time of substantial completion of the construction of the concentrated disposal well the City will be deemed to have withdrawn from the project. At that point the project would proceed with the other four parties and the St. Cloud water allocation under the project would be reallocated among the parties through negotiation.

The draft agreement has been provided to the members to review prior to the Board meeting on January 24th. If there are no significant changes proposed for the agreement from any of the four parties the Board is requested to authorize the Chairman to execute the agreement upon advice from the Board Counsel that the agreement is final and is substantially in the form as approved by the Board at the January 24th meeting.

Costs:

Recommendation: Staff recommends approval for the Water Cooperative Board Chairman to execute the Interlocal agreement for the design and construction of a concentrate disposal well for the Cypress Lake AWS project upon the advice of General Counsel that the agreement is in final form and substantially in the form as presented to the Board at the January 24, 2018 meeting.

Initials: blw

**INTERLOCAL AGREEMENT
BETWEEN
THE WATER COOPERATIVE OF CENTRAL FLORIDA, THE TOHOPEKALIGA WATER
AUTHORITY, ORANGE COUNTY, POLK COUNTY
AND REEDY CREEK IMPROVEMENT DISTRICT
RELATING TO
THE IMPLEMENTATION OF PHASE III OF THE ALTERNATIVE WATER SUPPLY PROJECT
KNOWN AS THE CYPRESS LAKE WELLFIELD**

This Interlocal Agreement ("IMPLEMENTATION AGREEMENT") relating to the Implementation of Phase III the Alternative Water Supply Project known as the Cypress Lake Wellfield (the "PROJECT") is made and entered into by and between the REEDY CREEK IMPROVEMENT DISTRICT ("RCID"), whose address is P.O. Box 10170, Lake Buena Vista, Florida 32830, THE WATER COOPERATIVE OF CENTRAL FLORIDA ("THE COOPERATIVE"), whose address is c/o its agent, Tohopekaliga Water Authority ("TWA"), 951 Martin Luther King Boulevard, Kissimmee, Florida 34741 and three of THE COOPERATIVE's Member Governments: TWA, whose address is as previously stated, ORANGE COUNTY, whose address is P.O. Box 1393, Orlando, Florida 32802-1393 and POLK COUNTY, whose address is Drawer AT01/P.O. Box 9005, Bartow, FL 33831, each of which is referred to herein by its name or collectively as the "PARTIES."

WITNESSETH

WHEREAS, RCID is an independent special district created by and empowered to enter into Interlocal agreements pursuant to Chapter 67-764, Laws of Florida; and

WHEREAS, THE COOPERATIVE is an independent special district created by Interlocal agreement and empowered to enter into Interlocal agreements under the authority of its charter and section 163.01, Florida Statutes (2017); and

WHEREAS, TWA is an independent special district created by and empowered to enter into Interlocal agreements pursuant to the Tohopekaliga Water Authority Act, Ch. 2003-368, Laws of Florida; and

WHEREAS, ORANGE COUNTY and POLK COUNTY are empowered to enter into Interlocal agreements pursuant to their home rule powers, section 125.01(1)(p), Florida Statutes (2017), and chapter 163, Part 1, Florida Statutes (2017); and

WHEREAS, THE COOPERATIVE, ORANGE COUNTY, and RCID entered into an agreement on August 30, 2011, captioned "Interlocal Agreement amongst The Water Cooperative of Central Florida, Orange County and Reedy Creek Improvement District Relating to the Preliminary Design and Permitting of the Alternative Water Supply Project Known as the Cypress Lake Wellfield and Related Matters" ("ORIGINAL AGREEMENT"), which was also executed by the City of St. Cloud, TWA and POLK COUNTY individually; and

WHEREAS, subsequent to entering into the ORIGINAL AGREEMENT, ORANGE COUNTY became a member of THE COOPERATIVE, with all rights, privileges and responsibilities attendant therefrom; and

WHEREAS, THE COOPERATIVE and RCID entered into an amendment to the ORIGINAL AGREEMENT ("FIRST AMENDMENT"), which was also executed by the City of St. Cloud, TWA, ORANGE COUNTY and POLK COUNTY individually, to ratify and accept onto themselves the obligations of the FIRST AMENDMENT, effective as of June 26, 2014, to: 1) transfer certain PROJECT Management and Administration tasks to TWA; 2) provide for reimbursement to TWA for performance of the PROJECT Management and Administration Responsibilities as further described in the FIRST AMENDMENT; and 3) change the name of the AGREEMENT to: the "Interlocal Agreement Between the Water Cooperative of Central Florida and Reedy Creek Improvement District Relating to the Preliminary Design and Permitting of the Alternative Water Supply Project Known as the Cypress Lake Wellfield and Related Matters;" and

WHEREAS, THE COOPERATIVE and RCID entered into a second amendment to the AGREEMENT ("SECOND AMENDMENT"), which was also executed by the City of St. Cloud, TWA, ORANGE COUNTY and POLK COUNTY individually, to ratify and accept onto themselves the obligations of the SECOND AMENDMENT, effective as of September 23, 2015, to carry forward a new Phase III, including: 1) authorizing the new Phase III work; 2) redirecting certain previously approved but as yet uncommitted funds from Phase II to Phase III with no new funding obligations and an overall reduction in budget; 3) ratifying the transfer to TWA of certain PROJECT Management and Administration tasks and eliminating remuneration therefor, redirecting those management funds to other tasks as provided in the SECOND AMENDMENT; and 4) amending the Scope of Work and Total Estimated Cost to refine the descriptions to coincide more fully with services already completed and those yet to be undertaken by amending Exhibits 1 and 3 and adding a new Exhibit 4; and

WHEREAS, THE COOPERATIVE and RCID determined that further steps in Phase III, Stages 1, 2 and 3 and a new Stage 4 should be carried forward under the ORIGINAL AGREEMENT, as amended, and as further amended by a THIRD AMENDMENT, to include the following: 1) design and construction of the first of three concentrate disposal wells following the issuance of a permit for concentrate disposal and a Water Quality Criteria Exemption ("WQCE") by the Florida Department of Environmental Protection ("FDEP"), said initial well to be for the purpose of verifying permit conditions and to determine the need to make modifications; 2) establishment of a projected schedule for the design and construction of the well in FY 2017 (now FY2018); 3) provision for the local government guarantee required as a condition of issuance of the permit; and 4) acquisition of a concentrate disposal well easement for one of the three proposed disposal wells covering the zone of discharge of the wells and of an option to purchase the water treatment plant site; and

WHEREAS, THE COOPERATIVE and RCID executed a THIRD AMENDMENT to the ORIGINAL AGREEMENT, as amended, but the City of St. Cloud has not signed the THIRD AMENDMENT individually as of the date of this IMPLEMENTATION AGREEMENT, so that the THIRD AMENDMENT is not yet in effect;

WHEREAS, the PARTIES continue to recognize the benefits of regional cooperation and have determined that entering into this IMPLEMENTATION AGREEMENT is in their mutual interest; and

WHEREAS, the Cypress Lake Alternative Water Supply Project is an Approved Candidate Water Project under the auspices of THE COOPERATIVE, and Section 2.10 (A) of the Charter of THE COOPERATIVE authorizes the entry of one or more implementation agreements between any Member Governments and others for Approved Candidate Water Projects; and

WHEREAS, THE COOPERATIVE joins in this IMPLEMENTATION AGREEMENT solely for the purpose of consenting to the entry of the IMPLEMENTATION AGREEMENT between the Member Governments who are parties to the IMPLEMENTATION AGREEMENT and for no other purpose.

NOW THEREFORE, in consideration of the foregoing premises and the mutual covenants, terms and conditions contained herein, and for other good and valuable consideration, the receipt of which is hereby acknowledged, the PARTIES agree as follows:

SECTION 1. Recitals. The above recitals are true and correct and form a material part of the IMPLEMENTATION AGREEMENT.

SECTION 2. Statement of Purpose. The purpose of this IMPLEMENTATION AGREEMENT is to provide a vehicle for RCID, TWA, ORANGE COUNTY and POLK COUNTY to press forward to completion of Phase III while the City of St. Cloud continues to deliberate whether to enter into the THIRD AMENDMENT.

SECTION 3. Obligations of RCID, TWA, ORANGE COUNTY and POLK COUNTY. Notwithstanding the provisions of Section 6 of the THIRD AMENDMENT, RCID, TWA, ORANGE COUNTY and POLK COUNTY shall be bound by the terms of the ORIGINAL AGREEMENT as amended by the FIRST, SECOND and THIRD AMENDMENT, which THIRD AMENDMENT shall be deemed effective as to the PARTIES to this IMPLEMENTATION AGREEMENT upon simultaneous recording of this IMPLEMENTATION AGREEMENT and the THIRD AMENDMENT, except as follows:

a) TWA shall absorb the City of St. Cloud's 16.7% share of the costs of Phase III from the date of execution of this IMPLEMENTATION AGREEMENT through substantial completion of the first concentrate disposal well ("St. Cloud's Share of Costs").

b) If the City of St. Cloud enters into the THIRD AMENDMENT before substantial completion of the first concentrate disposal well and reimburses TWA for St. Cloud's Share of Costs paid by TWA as of the date of execution of the THIRD AMENDMENT by the City of St. Cloud, then the City of St. Cloud will be entitled to its 16.7% share of the water allocation as indicated under the terms of the ORIGINAL AGREEMENT, as amended ("St. Cloud's Water Allocation"), and this IMPLEMENTATION AGREEMENT will terminate automatically upon reimbursement to TWA, in which case the PARTIES and the City of St. Cloud will proceed under the ORIGINAL AGREEMENT, as amended.

c) If the City of St. Cloud does not enter into the THIRD AMENDMENT by the time of substantial completion of the first concentrate disposal well, then, upon withdrawal by St. Cloud in accordance with the terms of Section IX. I. of the ORIGINAL AGREEMENT, as amended, the remaining PARTIES shall, as authorized by Water Use Permit modification, reallocate among themselves St. Cloud's Water Allocation, renegotiate the corresponding financial obligations among themselves (which shall include proportionate reimbursement to TWA of the expenses it has incurred under a) above), and amend the ORIGINAL AGREEMENT, as amended, accordingly, pursuant to the terms of Section IX. I.

d) As used herein, "substantial completion" shall be deemed to have occurred upon issuance of the Substantial Completion Certificate to the contractor as defined in the Test Concentrate Disposal Well Construction Contract Documents. However, substantial completion will not be effective until written notice shall be provided by certified mail to the City of St. Cloud

requesting that the THIRD AMENDMENT be executed or the City of St. Cloud withdraw from the ORIGINAL AGREEMENT, as amended, within 30 days of the date of the notice.

e) If the City of St. Cloud does not execute the THIRD AMENDMENT and fails to withdraw from the ORIGINAL AGREEMENT as provided in Section IX. I., the PARTIES shall deem that the City of St. Cloud has withdrawn from the ORIGINAL AGREEMENT, as amended, and proceed in accordance with the terms of this IMPLEMENTATION AGREEMENT.

SECTION 4. Filing. Pursuant to section 163.01(11), Florida Statutes (2016), the IMPLEMENTATION AGREEMENT shall be filed with the clerks of the circuit court of Orange, Osceola and Polk counties.

SECTION 5. Effective Date. This IMPLEMENTATION AGREEMENT shall become effective on the last date that: 1) the PARTIES have executed same; and 2) this IMPLEMENTATION AGREEMENT and the THIRD AMENDMENT are recorded in the public records of Orange, Osceola and Polk counties.

[Signature pages to follow.]

IN WITNESS WHEREOF, the undersigned has caused this IMPLEMENTATION AGREEMENT to be duly executed.

THE WATER COOPERATIVE OF CENTRAL FLORIDA
By: its Board of Supervisors

Donald Shroyer, Chair

George Lindsey, Vice Chair

Peter Clarke, Secretary

LeRue Stellfox

Date: _____ January 24, 2018 _____

IN WITNESS WHEREOF, the undersigned has caused this IMPLEMENTATION AGREEMENT to be duly executed.

REEDY CREEK IMPROVEMENT DISTRICT

By: _____
John Classe, District Administrator

Attest: _____
Clerk, Board of Supervisors

Date: _____

IN WITNESS WHEREOF, the undersigned has executed this IMPLEMENTATION AGREEMENT below in its capacity as a member government of THE WATER COOPERATIVE OF CENTRAL FLORIDA and in its individual capacity.

TOHOPEKALIGA WATER AUTHORITY
By: Board of Supervisors

By: _____
Chair

Attest: _____
Secretary

Date: _____

Approved by: _____
Attorney

IN WITNESS WHEREOF, the undersigned has executed this IMPLEMENTATION AGREEMENT below in its capacity as a member government of WATER THE COOPERATIVE OF CENTRAL FLORIDA and in its individual capacity.

POLK COUNTY, FLORIDA
By: Board of County Commissioners

By: _____
R. Todd Dantzler, Chair

Attest: _____
Clerk

Date: _____

Approved by: _____
County Attorney

IN WITNESS WHEREOF, the undersigned has executed this IMPLEMENTATION AGREEMENT below in its capacity as a member government of THE WATER COOPERATIVE OF CENTRAL FLORIDA, and in its individual capacity.

ORANGE COUNTY, FLORIDA

By: Board of County Commissioners

By: _____
Teresa Jacobs, Orange County Mayor

Attest: Phil Diamond, C.P.A., County Comptroller
As Clerk to the Board of County Commissioners

By: _____
Deputy Clerk

Date: _____