



**WITHLACOOCHEE
REGIONAL
WATER
SUPPLY
AUTHORITY**

Board Meeting Package

November 19, 2014
3:30 p.m.

Meeting Location:

Lecanto Government Building
Room 166
3600 W. Sovereign Path
Lecanto, Florida 34461

**MEMORANDUM**

To: Water Supply Authority Board of Directors and Interested Parties

From: Richard S. Owen, Executive Director *RSO*

Date: November 5, 2014

Subject: Monthly Meeting of the Withlacoochee Regional Water Supply Authority

The next meeting of the Withlacoochee Regional Water Supply Authority will be on **Wednesday, November 19, 2014, 3:30 p.m., at the Lecanto Government Center Building, Room 166, 3600 Sovereign Path, Lecanto, FL 34461.**

Enclosed for your review are the following items:

- Agenda
- Minutes of the October 15, 2014 meeting
- Board Package*

Please note that if a party decides to appeal any decision made by the Board with respect to any matter considered at the above cited meeting, that party will need a record of the proceedings, and for such purpose, that party may need to ensure that a verbatim record of the proceedings is made, which record includes that testimony and evidence upon which the appeal is to be based.

Enclosures

- * Copies of the Board Package are available through the Internet. Log on to www.wrwsa.org. On the Authority's Home Page go to the left side of the page and click on "Meetings." On the slide out menu is a button for the current Board Package. Click on the Board Package to download and print the Board Package.

**WITHLACOOCHEE REGIONAL WATER SUPPLY AUTHORITY
BOARD OF DIRECTORS MEETING
AGENDA**

**LECANTO GOVERNMENT BUILDING
3600 W. SOVEREIGN PATH, ROOM 166, LECANTO, FLORIDA 34461
November 19, 2014 @ 3:30 p.m.**

At the discretion of the Board, items may be taken out of order to accommodate the needs of the Board and the public.

1. **Call to Order**
2. **Roll Call**
3. **Introductions and Announcements**
4. **Approval of Minutes**
5. **Public Comment**
6. **SWFWMD Water Use Permits Issued within the WRWSA Area . . . Darrin Herbst, SWFWMD**
7. **Minimum Flows and Levels Priority Lists and Schedules . . . Richard Owen, WRWSA**
8. **Phase 2 Irrigation System Evaluation Update . . . Nancy Smith, WRWSA**
9. **Phase 3 Irrigation System Evaluation Contractor Selection . . . Nancy Smith, WRWSA**
10. **Executive Director's Report . . . Richard Owen, WRWSA**
 - a. **Bills to be Paid [provided in hand-out]**
 - b. **Board Policies—Election of Board Officers**
 - c. **Fiscal Year 2013-14 Audit Schedule**
 - d. **FSAWWA Fall Conference**
 - e. **Correspondence**
 - f. **News Articles**
 - g. **Other**
11. **Legislative Update . . . Diane Salz, Governmental Affairs Consultant**
12. **Attorney's Report . . . Larry Haag, WRWSA Attorney**
13. **Other Business**
14. **Next Meeting Time and Location . . . December 17, 2014, 3:30 p.m., Lecanto Government Building, Room 166, 3600 W. Sovereign Path, Lecanto, Florida 34461**
15. **Adjournment**

Please note that if a party decides to appeal any decision made by the Board with respect to any matter considered at the above cited meeting, that party will need a record of the proceedings, and for such purpose, that party may need to ensure that a verbatim record of the proceedings is made, which record includes that testimony and evidence upon which the appeal is to be based.

**Item 4.
Minutes
October 15, 2014**

**WITHLACOOCHEE REGIONAL WATER SUPPLY AUTHORITY
BOARD OF DIRECTORS MEETING MINUTES
October 15, 2014**

TIME: 3:30 p.m.
PLACE: Lecanto Government Building
3600 W. Sovereign Path, Room 166
Lecanto, Florida 34461

The numbers preceding the items listed below correspond with the published agenda.

1. Call to Order

Chairman Jim Adkins called the Withlacoochee Regional Water Supply Authority (WRWSA) meeting to order at 3:32 p.m. and asked for a roll call.

2. Roll Call

Diane Salz, Governmental Affairs Liaison, called the roll and a quorum was declared present.

MEMBERS PRESENT

Jim Adkins, *Chairman*, Hernando County Commissioner
Al Butler, *Vice-Chairman*, Sumter County Commissioner
Stan McClain, *Treasurer*, Marion County Commissioner
Ken Brown, Crystal River City Councilor
Dennis Damato, Citrus County Commissioner
Gary Ernst, Belleview City Councilor
Joseph Johnston, Brooksville City Councilor
Nick Nicholson, Hernando County Commissioner

ALTERNATES PRESENT

Bruce Hickle, City of Bushnell

MEMBERS ABSENT

Rebecca Bays, Citrus County Commissioner
Kathy Bryant, Marion County Commissioner
Don Hahnfeldt, Sumter County Commissioner
Dale Swain, Bushnell City Councilor
Carl Zalak, Marion County Commissioner

3. Introductions and Announcements

Mrs. Salz announced that the executive director, Richard Owen, was ill and therefore absent from the meeting. Members of the audience introduced themselves.

STAFF PRESENT

Larry Haag, WRWSA Attorney
Diane Salz, Governmental Affairs Liaison
Nancy Smith, WRWSA Administrative Assistant

OTHERS PRESENT

Alys Brockway, Hernando County Utilities
Debra Burden, Citrus County Water Resources
Veronica Craw, SWFWMD

Sky Notestein, SWFWMD
Richard Radacky, DPW City of Brooksville
Chris Zajac, SWFWMD

4. Approval of Minutes of September 17, 2014 Meeting

A copy of the minutes was provided in the Board packet for review.

Following consideration, a motion was made by Mr. McClain to approve the minutes for the September 17, 2014 meeting. The motion was seconded by Mr. Brown and carried unanimously.

5. Public Comment

There was no public comment.

6. Springs Protection . . . Sky Notestein, SWFWMD

Sky Notestein, Senior Environmental Scientist with the SWFWMD, presented updates on springs' activities and projects within the Withlacoochee region. He highlighted projects budgeted for fiscal years 2014/15 and 2015/16, including MFLs, springs coast management plan and restoration projects. Questions included the level and type of nitrates present in Kings Bay and how the state money was allocated and matched. Veronica Craw, SWFWMD, explained that the Department of Environmental Protection (DEP) process included receiving a list of projects endorsed and submitted by SWFWMD. DEP reviewed all projects and selected projects from that list. Currently, four projects within the SWFWMD received DEP funding.

This item was presented for information only. No action is required.

7. Minimum Flows and Levels Priority Lists and Schedules . . . Richard S. Owen, WRWSA

Mrs. Salz reviewed the SWFWMD's proposed priority list and schedule for setting the MFLs for water bodies in the region. The proposed schedule shows that a number of MFL waterbodies in the WRWSA region are being postponed to later years, relative to the current schedule. She advised the Board that Mr. Owen expects to present a powerpoint on this subject at the November Board meeting. The staff requests that the Authority authorize the executive director to submit a letter to SWFWMD requesting that waterbodies in our region be expedited, to the extent possible within the District's resources, so as to maintain the current schedule. Mrs. Salz noted that the SJRWMD has not yet made available its 2015 priority list and schedule.

Following consideration, a motion was made by Mr. Nicholson to authorize submittal of a letter to SWFWMD requesting that waterbodies in this region be expedited for purposes of setting MFLs, to the extent resources are available. The motion was seconded by Mr. Brown and carried unanimously.

8. Executive Director's Report ... Richard S. Owen, Executive Director

a. Bills to be Paid

Mrs. Salz presented the October 2014 bills and requested approval of payment of the bills totaling \$46,979.42.

Following consideration, a motion was made by Mr. Damato to approve payment of the October 2014 bills of \$46,979.42. The motion was seconded by Mr. Johnston and carried unanimously.

b. Modification to Citrus County Water Conservation Grant

Mrs. Salz presented a request, included in the Board's packet, as well as a letter from Debra Burden, Citrus County Water Conservation Manager, to revise the FY 2015 Water Conservation Grant. This modification moves funds from a previously approved outdoor irrigation component to an indoor water conservation program, based upon recent success with this indoor water conservation program. Staff recommends the Board approve this change in scope. Ms. Burden summarized the grant modification request and explained the program, which includes installation of showerheads and faucet aerators. More water savings has resulted from the installation program than has been documented in other programs where the equipment was provided but not installed.

Mr. Brown suggested that the utilities consider what incentives could be provided to customers who use less water. Board discussion included the potential for rebates, tiered pricing for water rates and outreach or communication efforts.

Following consideration, **a motion was made by Mr. Brown to approve modification of the FY 2015 Citrus County Water Conservation Grant to move funds from an outdoor irrigation component to an indoor water conservation program. The motion was seconded by Mr. Damato and carried unanimously.**

c. Correspondence

Recent correspondence was provided in the Board's packet. This item was presented for the Board's information; no action was required.

d. News Articles

This item was presented for the Board's information; no action was required.

e. Other

- *State Board of Administration, Fund B.* Mrs. Salz advised that the State Board of Administration (SBA), Florida Prime, has liquidated Fund B and all funds have been transferred back to the Authority for potential use. When the SBA started Fund B in December 2007, the WRWSA total balance was \$202,997. Transfers have occurred back into the primary accounts on a monthly basis with a zero balance in Fund B as of September 5, 2014. The WRWSA currently has a reserve fund of \$494,144 in administrative funds and \$1,007,614 in reserve funds for projects, for a total of \$1,501,758 as of September 30th.
- *Local Government Presentations.* Mr. Owen presented an overview of the purpose and mission of the WRWSA to the Inverness City Council on September 16 and to the Crystal River City Council on October 13, 2014.
- Mr. Owen attended the SWFWMD's Kings Bay boat tour on September 22, 2014 as part of "Save Our Waters Week." It was a very informative tour.

9. Legislative Report . . . Diane Salz, Governmental Affairs Liaison

Mrs. Salz reported that she attended multiple water forums in the past month. These are opportunities to network and to learn about water issues while waiting for the general legislative session to begin. She advised the Board that the Florida Association of Counties is hosting its legislative conference on November 17 – 20 and asked if any county commissioners had plans to attend.

This item was presented for the Board's information; no action was required.

10. Attorney's Report . . . Larry Haag, WRWSA Attorney

There was no business to report.

11. Other Business

Mr. Brown stated that Mr. Owen attended the Crystal River City Council meeting on October 13, 2014 and presented a good overview of the mission and purpose of the WRWSA.

Chris Zajac, SWFWMD, informed the Board that SWFWMD has prepared an application process for anticipated additional funding for springs projects. This application process allows the local governments to put forward projects of interest prior to the notification of additional funding. The process allows SWFWMD to have projects prioritized and ready for submission in the event that additional funding becomes available.

12. Next Meeting Time and Location

The next meeting is scheduled for November 19, 2014, 3:30 p.m., at the Lecanto Government Building, Room 166, 3600 W. Sovereign Path, Lecanto, Florida 34461.

13. Adjournment

Chairman Adkins announced there was no further business or discussion to come before the WRWSA and adjourned the meeting at 4:20 p.m.

James E. Adkins, Chairman

Richard S. Owen, Executive Director

Item 6.
SWFWMD Water
Use Permits

Item 6. SWFWMD Water Use Permits Issued within the WRWSA Area . . . Darrin Herbst, SWFWMD

At a previous Board meeting Board members expressed an interest in Water Use Permits issued within the WRWSA region and specifically how permits issued for bottled water may be impacting upon water availability. Darrin Herbst, Water Use Permit Bureau Chief, of the Southwest Florida Water Management District, is scheduled to provide an overview of the District's Water Use Permits issued within the WRWSA four county region.

This is an information item only and no Board action is required.

Item 7.
MFLs Priority
List and Schedules

Item 7. Minimum Flows and Levels Priority Lists and Schedules . . . Richard Owen, WRWSA

At the October 2014 Board meeting the Board authorized staff to submit a letter to the Southwest Florida Water Management District regarding their proposed 2015 Priority List and Schedule for the establishment of Minimum Flows and Levels (MFLs) in the WRWSA region. A copy of that letter is included within the correspondence section of this Board Packet. In addition, the SWFWMD will have held its October 28, 2014 Board meeting at which the District is scheduled to approve the 2015 List and Schedule. Staff will provide a status report on the action taken by the SWFWMD Board. In addition, the SJRWMD is scheduled to approve its updated MFLs Priority List and Schedule at its November 12, 2014 meeting. Staff will provide any updated information regarding the SJRWMD MFLs Priority List and Schedule for waterbodies in Marion County.

This is an information item only and no Board action is required.

Item 8.
Phase 2 Irrigation
System Evaluation
Update

Item 8. Phase 2 Irrigation System Evaluation Update . . . Nancy H. Smith, WRWSA

The Irrigation System Evaluation Program, Phase 2, is a continuation of the water conservation program that began in 2011. It is funded jointly through the Cooperative Funding Initiative (CFI) with the Southwest Florida Water Management District paying 50 percent of the total costs. The other 50 percent is shared between the WRWSA, Citrus, Hernando, and Marion Counties and two utility districts in The Villages of Sumter County (North Sumter Utility Dependent District and the Village Community Center Development District). This is a regional effort to assist the utilities in reaching and maintaining the SWFWMD's compliance rate of 150 gallons of water per capita per day. The program focuses on single-family residential customers as they make up the majority of public supply customers in the Withlacoochee region and typically represent the use sector with the greatest opportunity for savings. Water used for lawn watering is approximately 50% of all water used for residential accounts.

All on-site evaluations for Phase 2 of the regional irrigation system evaluation program were complete on September 30, 2014. Follow-up evaluations, intended to determine which audit recommendations have been implemented by the homeowner, are underway and will continue through the end of September 2015. Actual water use data will be collected from the utilities for the year preceding the on-site evaluation and the year following the on-site evaluation. Below is a summary of the progress to-date.

Evaluations

- 162 on-site evaluations completed or 42% of the targeted 384 evaluations
 - The low participation rate is due in part to an over-estimation of the number of voluntary participants that we could find within an 18-month time frame. Our program also focuses on the higher-end users, those using 30,000 gallons or more per month.

Water Savings

- Target: 60,000 gallons of water saved per day for 384 accounts based on experience with similar programs within SWFWMD
- Estimated actual water saved: 80,667 gallons per day (est.) for 162 accounts
 - There are at least two factors involved in the larger water savings. One is that the average turf area among our participants is 8,411 square feet compared to St. Pete, where the turf area is an average of 4,600 square feet in the most recent program. The second factor is that our program focuses on the higher-end water users, rather than any customer within the utility.

Irrigation System Issues

- 75% of timers or controllers were running two or more days per week.
- 84% of accounts had leaking or broken heads.
- 88% of rain sensors were repaired or replaced.
- Over-spraying onto streets, sidewalks, other yards, pools or other hard surfaces was the most frequently cited problem.

This item is presented for information only; no action is needed.

**Item 9.
Phase 3
Irrigation System Evaluation
Contractor Selection**

Item 9. Phase 3 Irrigation System Evaluation Contractor Selection . . . Nancy H. Smith, WRWSA

The Southwest Florida Water Management District (SWFWMD) Board of Governors approved the list of Cooperative Funding Initiative (CFI) projects in June 2014. This included the WRWSA Phase 3 Irrigation System Evaluation Program. Project funding was approved by the Board of Governors in October 2014 with agreements to be executed between now and early 2015. Any work conducted between October 1, 2014 and the execution of the CFI agreement between the WRWSA and SWFWMD will be eligible for reimbursement.

Following approval of the CFI project for Phase 3, the WRWSA advertised for quotes to perform the residential irrigation system evaluations. The advertisement period was September 26, 2014 through October 29, 2014 at 2:00 p.m. An advertisement was placed in the Florida Administrative Register, posted on the WRWSA webpage, published on Onvia (DemandStar) and emailed to the Citrus, Hernando, and Marion county coordinators and managers. We received requests for information from four firms. Only one firm submitted a quote: Eco Land Design, LLC, whose president is Jack Overdorff, RLA.

Jack Overdorff is a registered Landscape Architect and a Certified Irrigation Auditor. He has more than 22 years of experience in landscape and irrigation based installations. Mr. Overdorff is the irrigation evaluation contractor for our on-going program. He has performed his evaluations in a professional and consistent manner. He is very knowledgeable and has received numerous notes of appreciation from customers during our pilot and phase 2 programs. The success of the program is heavily dependent on the quality of the on-site evaluations and the ability of the contractor to work with and talk to the utility customers.

The contractor's response to the RFQ and the draft Agreement between the contractor and the WRWSA are provided with this item in the Board's packet. Staff recommends that the Agreement between the contractor and the WRWSA be approved up to \$30,800, which is 50 percent of the contractual costs (See Exhibit A, Project Budget in the draft agreement). The remaining 50 percent of the contractor's costs, \$30,800, is contingent upon the WRWSA and SWFWMD successfully entering into a cooperative funding agreement. If the Board approves and authorizes the staff's recommendations, the Authority's attorney will review and approve the final CFI agreement between SWFWMD and WRWSA before presenting the agreement to the Chairman for his signature. The Staff recommendations are broken into three parts to avoid coming to the Board on separate occasions for each step in the process.

Staff Recommendation:

- a. That the Authority Board of Directors approve the selection of Eco Land Design, LLC, as contractor to perform the irrigation system evaluations for Phase 3, Irrigation System Evaluation program.
- b. Approve the contract between WRWSA and Eco Land Design, LLC, and authorize initiation of Phase 3, Irrigation System Evaluation program at a cost up to \$30,800. The remainder of the contractor's costs, \$30,800, is subject to funding from SWFWMD through an executed agreement between SWFWMD and WRWSA for Phase 3, Irrigation System Evaluation program.
- c. Authorize the Chairman to sign the CFI agreement for Phase 3, Irrigation System Evaluation program, between SWFWMD and WRWSA, following review and approval by the WRWSA Attorney.



WITHLACOOCHEE
REGIONAL
WATER
SUPPLY
AUTHORITY

Withlacoochee Regional Water Supply Authority
RFQ 15-1501
Irrigation Evaluation Program
(N640-1) FY2014-15
October 29th, 2014



Jack B. Overdorff, RLA
Registered Landscape Architect/
Certified Irrigation Auditor
7615 Terrace River Drive
Tampa, FL 33637
PH: (813) 466-8705



ECO-Land Design, LLC
7615 Terrace River Drive
Tampa, FL 33637
Ph: (813) 466-8705
E-Mail: ecolandfl@gmail.com

October 29, 2014

Nancy Smith
WRWSA Administrative Assistant
3600 W. Sovereign Path, Suite 228
Lecanto, FL 34461

**RE: Withlacoochee Regional Water Supply Authority
Irrigation Evaluation Program (N640-1) FY 2014-15
RFQ 15-1501**

Dear Ms. Smith and Selection Committee:

I am pleased to submit my qualifications for the Withlacoochee Regional Water Supply Authority Irrigation Evaluation Program. As president of Eco-Land Design, LLC, my firm specializes in assisting local municipalities and government entities on water conservation programs. Eco-Land Design has been working with the WRWSA on irrigation evaluation programs for the past 4 years as well as other local and state agencies on similar programs. These programs have produced substantial water savings and educational opportunities for participants. With the data received from the initial Pilot Program (N278) indicating an average savings of over 350 gallons per day for participants in the program, the need for direct assistance for residential customers on the appropriate use of irrigation systems has never been more apparent.

Outreach programs such as this Irrigation Evaluation Program are essential to protect our greatest natural resource, water. The exponential grow of Florida has put a severe strain on water quality and water availability throughout the state. I fully understand the Authority's desire to utilize these evaluation services to educate users on how to implement and practice water conservation. I personally have been practicing Waterwise techniques including design of low impact developments, utilizing drought tolerant plant material and efficient irrigation techniques as methods to secure Florida's greatest natural resources for future generations. I am excited about the opportunity to continue to educate your customers on these effective and easy to use principles.

My background as a consultant working with the Southwest Florida Water Management District, other county and city municipalities, volunteer organizations, as well as the land development/contracting industry has proven to be very valuable in delivering the appropriate message to your customers and residents. Having a consultant contractor onboard who has extensive experience in performing the requested inspections to similar subject groups, as well as experience and knowledge of Florida Friendly Landscaping is an important component to

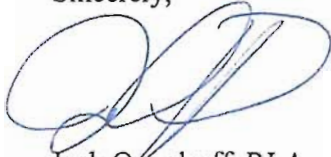
achieve the program goals. Knowing that, in order to "Sell" these techniques to users, the techniques must be cost effective and easy to understand.

Reduced stress on our water resources is an important program goal. I understand from working on similar water conservation programs that getting the attention of potable water customers requires different approaches. **Raising awareness about potential economic benefits through lower utility bills and reduced landscape maintenance requirements/costs goes a long way towards getting their attention.** Making information readily available about the practical applications of water and water conservation techniques also helps to achieve that goal.

I have personally assisted over 1,000 private residents, commercial users and numerous contractors in the past 4 years with solutions that fit within their budget and have a positive and measurable impact on the environment. In closing, with my experience and background I feel that I can continue to effectively deliver the goals of this program on time and communicate the appropriate message time and time again with positive feedback and direct results that improve water conservation and in-turn help to save Florida's future.

I look forward to continue working on this exciting opportunity with you!

Sincerely,



Jack Overdorff, RLA
President, ECO-Land Design, LLC
Registered Landscape Architect/Certified Irrigation Auditor/Florida Water Star AP
7615 Terrace River Drive
Tampa, FL 33637
Ph: (813) 466-8705
ecolandfl@gmail.com

ATTACHMENT 3
ACKNOWLEDGMENT OF ADDENDA FORM
(Must be Returned with Quote Response)

Addendum No. Signature_____

Addendum No. Signature_____

Addendum No. Signature_____

Addendum No. Signature_____

Addendum No. Signature_____

Addendum No. Signature_____

Addendum No. Signature_____

Company Name: _____

Name and Title: _____

Mailing Address: _____

Telephone Number: _____

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RFQ 15-1501
WRWSA
Irrigation Evaluation Program
(N640-1) FY2014-15



Section A- Experience & Qualifications

a. Company Ownership

**Electronic Articles of Organization
For
Florida Limited Liability Company**

L10000007453
FILED 8:00 AM
January 21, 2010
Sec. Of State
Isellers

Article I

The name of the Limited Liability Company is:
ECO-LAND DESIGN, LLC

Article II

The street address of the principal office of the Limited Liability Company is:
7615 TERRACE RIVER DRIVE
TAMPA, FL. 33637

The mailing address of the Limited Liability Company is:
7615 TERRACE RIVER DRIVE
TAMPA, FL. 33637

Article III

The purpose for which this Limited Liability Company is organized is:
ANY AND ALL LAWFUL BUSINESS.

Article IV

The name and Florida street address of the registered agent is:
JACK B OVERDORFF
7615 TERRACE RIVER DRIVE
TAMPA, FL. 33637

Having been named as registered agent and to accept service of process for the above stated limited liability company at the place designated in this certificate, I hereby accept the appointment as registered agent and agree to act in this capacity. I further agree to comply with the provisions of all statutes relating to the proper and complete performance of my duties, and I am familiar with and accept the obligations of my position as registered agent.

Registered Agent Signature: JACK B. OVERDORFF

Article V

The name and address of managing members/managers are:
Title: MGR
JACK B OVERDORFF
7615 TERRACE RIVER DRIVE
TAMPA, FL. 33637

L10000007453
FILED 8:00 AM
January 21, 2010
Sec. Of State
Isellers

Article VI

The effective date for this Limited Liability Company shall be:
01/21/2010

Signature of member or an authorized representative of a member
• Signature: JACK B. OVERDORFF



RFQ 15-1501
WRWSA
Irrigation Evaluation Program
(N640-1) FY2014-15



Section A- Experience & Qualifications (Continued)

a. Company Ownership

***State of Florida
Department of State***

I certify from the records of this office that ECO-LAND DESIGN, LLC, is a limited liability company organized under the laws of the State of Florida, filed on January 21, 2010, effective January 21, 2010.

The document number of this company is L10000007453.

I further certify that said company has paid all fees due this office through December 31, 2014, that its most recent annual report was filed on April 16, 2014, and its status is active.

*Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this
the Sixteenth day of April, 2014*



Ken Detmer
Secretary of State

Authentication ID: CC4922241853

To authenticate this certificate, visit the following site, enter this ID, and then follow the instructions displayed.

<https://efile.sunbiz.org/certauthver.html>



**RFQ 15-1501
WRWSA
Irrigation Evaluation Program
(N640-1) FY2014-15**



Section A- Experience & Qualifications (Continued)

b. Location of Office Serving the Authority's Account:

ECO-Land Design
7615 Terrace River Drive
Tampa, FL 33637
Office Phone Number: (813) 988-0804
Fax Number: (813) 988-0804
Cell Phone Number: (813) 466-8705
E-mail: ecolandfl@gmail.com

c. Point Of Contact: Jack Overdorff, RLA
Account Manager
and Inspector 7615 Terrace River Drive
Tampa, FL 33637
Ph: (813) 988-0804
Cellular: (813) 466-8705
Fax: (813) 988-8705
Email: ecolandfl@gmail.com
Alternate Email: tjover1@yahoo.com

d. Company background:

Jack Overdorff, RLA, founder of ECO-land Design has over 23 years of experience encompassing a broad range of specific landscape and irrigation based expertise. Jack's background includes working in a family owned nursery/landscape design-build business, work as a consultant for both public and private entities and work as a private developer representative. Additionally, Mr. Overdorff holds a Bachelors Degree in Landscape Architecture and graduated Cum Laude. He is also a Certified Irrigation Auditor by the Florida Irrigation Society and is a Water Star Certified, AP. He has worked directly with the Southwest Florida Water Management District/Florida Yards and Neighborhoods program as an Irrigation Auditor/Landscape Specialist as well as Managing the City of St Petersburg and City of Tampa Sensible Sprinkler Programs and the Withlacoochee Regional Water Supply Authority Irrigation Inspection Programs, assisting in their water conservation efforts. His knowledge in understanding how to implement effective and creative solutions utilizing Florida Friendly Landscape principles with water saving irrigation techniques has proved to be a great asset in the evaluations of both residential and commercial properties throughout west central Florida. His knowledge of bringing a project from initial



RFQ 15-1501
WRWSA
Irrigation Evaluation Program
(N640-1) FY2014-15



Section A- Experience & Qualifications (Continued)

inspection thru implementation of adjustments and his ability to address maintenance issues in the process is extremely valuable in communicating to your audiences, water saving solutions that have been tried, tested and provide direct cost savings to owners/developers and contractors. While the attraction of saving water may not be enough to lure property owners into doing the "Right Thing" for the environment, providing real cost saving methods that work will definitely garner their attention.

Mr. Overdorff's knowledge of proper up-front site planning, soils investigations, plant selection, design, low impact development/construction techniques and maintenance are all issues that can directly impact water quality and quantity being used for each project. Jack also has extensive experience in assessing existing residential homes and commercial projects, developing a plan/program for clients to follow in order to effectively reduce impacts to the environment, from improper maintenance techniques and scheduling, inappropriate plant selection, and identifying irrigation inefficiencies.

Mr. Overdorff has supervised, designed, built and inspected over 1,000 irrigation systems (both conventional and low volume) and promotes the development of systems that are designed in conjunction with landscape improvements so that water distribution is based on the plant needs. Developing an appropriate plant selection and grouping of plants with similar water needs is vital to this process. He has also worked directly with many municipalities in developing workable water saving solutions for irrigation systems that meet current code requirements.

Mr. Overdorff is also experienced with community participation/outreach through hosting neighborhood meetings, providing educational workshops on appropriate irrigation maintenance and participating in workshops and public hearings for municipalities and State agencies. Jack has lead and participated in many such informational meetings on numerous projects, including the St. Petersburg Central Avenue improvements, I-275 renovations through the Westshore Business District, Tampa Urban Design Guidelines, City of Tampa irrigation workshops, public address communications, promotional events and has been a participant in the annual Florida Yards and Neighborhoods/IFAS day of sharing outreach program. Additionally, Mr. Overdorff's has also assisted the City of St. Petersburg with their Florida Style Landscaping educational programs for the past 4 years, assisting and educating residents with sensible irrigation techniques, water conservation and appropriate landscape design.

As an example of Mr. Overdorff's experience in appropriate plant selection, he was manager of a comprehensive plant selection catalogue that provides commercial developers a basis for the design parameters of all landscaping plans for their projects. This catalogue is used today as a source of information for designers on plant identification, size at maturity, application, and general use on their projects. The catalogue was also developed by the use of WATERWISE for Florida Landscapes distributed by the SWFWMD. Plants were selected based on durability



**RFQ 15-1501
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Section A- Experience & Qualifications (Continued)

during severe droughts, appropriate applications, and appearance for community developments in the central west coast of Florida region. This document also provides developers the ability to increase water efficiency throughout all of their communities with the use of similar plants and plants that require less water and have similar water needs. This process of designing with plants of like water needs provides a sound basis for the development of a very efficient irrigation system that can be tailored to the plants water needs.

- e. Eco-Land Design has been providing Irrigation Evaluation Services for 5 years
- f. Federal ID number - 45-1594760
- g. List of Projects Similar in Nature (Past 3 Years):
 - Withlacoochee Regional Water Supply Authority Irrigation Inspection Services (N278)
 - Withlacoochee Regional Water Supply Authority Irrigation Inspection Services (N491)
 - City of St. Petersburg Sensible Sprinkler Program
(Commercial, Multi-Family and Residential)
 - City of Tampa Sensible Sprinkler Program (Commercial, Multi-Family and Residential)
 - SWFWMD District-Wide Irrigation Audit Services for Condominium & Comm. Assoc.
 - Stonewater Community Residential Irrigation Audit Services, Polk County
 - Golf Villas Irrigation Audit/Evaluation, Polk County



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Section A- Experience & Qualifications (Continued)

h. Resumes of Key Staff:

JACK B. OVERDORFF RESUME

SPECIFIC WORK EXPERIENCE/KNOWLEDGE

- City of St. Petersburg Sensible Sprinkler Program, Irrigation Auditor
- SWFWMD Landscape Specialist in Water Conservation Irrigation Techniques
- City of Tampa Residential and Commercial Irrigation Evaluator/Florida Friendly Landscape Outreach Program Liaison
- Citrus County Irrigation Evaluator
- Withlacoochee Regional Water Supply Authority Irrigation Inspection Program Auditor
- Author of Westchase Community Florida Friendly Landscape Design Guidelines
- Author of Centex Homes Performance Maintenance Specification
- Author of Plant Guide for Residential and Commercial Properties for Centex Homes
- Experienced with Private Residences, HOA's, CDD's & Condominium Associations
- Lead Designer for template Lot Designs, Beazer Homes Multi-family units
- Designer for Centex Homes Model Homes utilizing Florida Friendly Landscape practices
- Westchase West Park Village Parks designer & Street Trees
- Westfield Homes/Standard Pacific Landscape Architect Designer
- Cypresswood Community HOA Landscape Architect Liaison
- Terrace River Community Architectural & Landscape Advisor
- Landscape Architect/Designer for Magnolia Park, Triple Creek & Stonebrier Communities
- Taylor Morrison Landscape Arch./Manager, Irrigation Hardscape and Amenities at Ladera
- Crosland Development Landscape Architect Designer for Oak Creek & Chaple Creek
- Metro Development Landscape Architect for Silverado
- Author of FDOT Aesthetic Design Guidelines for Tampa Interstate Improvements
- Experience with commercial and mixed-use developments
- Recreation and sports facilities planning, design & maintenance
- Training in Native plants and Florida Plants Grades and Standards
- Extensive Site/Landscape/Hardscape Construction Knowledge
- Landscape Maintenance Knowledge and Best Management Practices
- Trained by Hunter Industries and the Rainbird Corporation

PROFESSIONAL REGISTRATIONS & PROFESSIONAL ORGANIZATIONS

- State of Florida Registered Landscape Arch. #1543, Nov. 1995
- Florida Certified Irrigation Water Auditor, 2009
- Florida Water Star Certified, AP 2012

EDUCATION

West Virginia University, 1990, Bachelors of Science Landscape Architect, Cum Laude



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Section A- Experience & Qualifications (Continued)

ECO-LAND DESIGN & FREELANCE CONSULTING, TAMPA, FLORIDA – PROJECT MANAGEMENT, DESIGN & CONSTRUCTION SERVICES

Owner/Operator, November 2008 to Current

- Managing residential & commercial projects (up to \$150k Dollars in size) including design & construction
- Responsible for coordination of permitting
- Water Management District & municipal contract employee for residential & commercial property water conservation and landscape analysis including Community HOA/CDD associations
- Construction services, negotiations, bidding & cost estimating

GENESIS GROUP, TAMPA, FLORIDA – MULTIDISCIPLINARY PUBLIC AND PRIVATE SECTOR PLANNING/ENGINEERING FIRM

Mgr. of Landscape Architecture Studio, January 2006 to November 2008

- Managing large and small scale projects (up to \$50M Dollars in size)
- Responsible for daily operations, staffing, mentoring
- Conceptual land planning/master planning, entitlement allocation
- Sub-consultant coordination, budget/scheduling control
- Management of construction docs., permitting (site, landscape, hardscape, irrigation)
- Management of construction admin., cost est., bidding and inspections for public & private projects
- Marketing/Sales/Business Dev., proposal preparation, presentations
-

HILLS & ASSOCIATE TAMPA, FLORIDA – MULTIDISCIPLINARY PRIVATE SECTOR DESIGN FIRM

Manager of Landscape Architecture, January 2005 to January 2006

- Managing large and small scale projects (up to \$1M Dollars in size)
- Responsible for group marketing & staff development
- Conceptual land planning/master planning (residential & commercial)
- Management of sub-consultants
- Preparation and management of construction docs., permitting (site, landscape, hardscape, irrigation)
- Construction administration, cost estimating, bidding and inspections
- Client Management/Sale/Business Dev., proposal preparation
-

GENESIS GROUP, TAMPA, FLORIDA – MULTIDISCIPLINARY PUBLIC AND PRIVATE SECTOR PLANNING/ENGINEERING FIRM

Senior Landscape Arch. Production Mgr., August 2002 to January 2005

- Managing large and small scale projects (up to \$5M Dollars in size)
- Development of land planning documents/master planning (public & private projects)
- Preparation of construction docs., permitting (site, landscape, hardscape, irrigation)
- Construction administration, cost estimating, bidding and inspections/evaluations
- Proposal preparation, presentations



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Section A- Experience & Qualifications (Continued)

SIMON PROPERTY GROUP/DPML, YOUNGSTOWN, OHIO – COMMERCIAL PROPERTY DEVELOPER, NATIONWIDE

Landscape Architecture Manager, April 1999 to August 2002

- Managing of LA services nationwide (up to \$3M Dollars in size)
- Owners rep. responsible for project scheduling, budget control, contractor performance & design
- Management of conceptual planning (interior and exterior spaces)
- Development and management of construction documents, permitting (landscape, hardscape, irrigation)
- Inspection/evaluations for existing property landscape and irrigation systems

URS CORP., TAMPA, FLORIDA – MULTIDISCIPLINARY PUBLIC AND PRIVATE SECTOR ARCHITECTURAL/ENGINEERING FIRM

Project Landscape Architect, October 1993 to March 1999

- Production of large and small scale projects (up to \$100M in size)
- Conceptual land planning/master planning, feasibility studies
- Construction docs., (site, landscape, hardscape, irrigation)
- Construction administration, cost estimating, bidding and inspections for public and private projects
- Florida Turnpike Field Landscape Architect in charge of overseeing Landscape and Irrigation system installations and performing system evaluations/testing





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Section A- References For Jack Overdorff

CITY OF St. Petersburg, SENSIBLE SPRINKLER PROGRAM, August 2010 To Present

Mr. Overdorff has assisted the City by performing irrigation audits and rain sensor installations for over 640 residential, multi-family and commercial customers throughout the City using potable, reclaimed and well water systems for irrigation. A full report was generated with water usage analysis, recommended repairs/adjustments, water savings calculations and landscape modifications to conserve water or to resolve maintenance issues. Property plans with locations of irrigation equipment layout were also prepared to assist in educating the participant and to assist in completing recommended repairs. Follow-up inspections were conducted to verify that prescribed modifications are completed. In addition to performing irrigation audits. Estimated water savings for Phase 5 of the program was 14,832,489 Gallons. Mr. Overdorff also has assisted the City with educational workshops on Irrigation and Landscaping.

Client Name, Address, Contact Person and Their E-mail Address:

Christine Claus, Water Conservation Coordinator
St. Petersburg Water Resources Dept.
1650 Third Avenue North
St. Petersburg 33713
PH: (727) 892-5688 FAX (727) 823-9152
E-mail: chris.claus@stpete.org

WITHLACOOCHEE WATER SUPPLY AUTHORITY IRRIGATION EVALUATION PROGRAM (N278), August 2011 To December 2012

Mr. Overdorff worked with the Water Authority staff and County coordinators to assist high potable water users by providing irrigation audits/inspections to residents in within the water authority supply area (Citrus, Hernando, Marion & Sumter Counties). Inspections determined areas of system inefficiencies, possible water leaks, identify pressure problems, broken equipment, improper design or use of equipment, overspray, system calibration by catch can tests and rain sensor installations. Following the inspections a report was generated outlining the findings with recommendations to increase the system efficiency along with a property head layout plan to assist the owner in current and future repairs or modifications. Follow-up visits were conducted to verify that modifications were completed as outlined in the inspection report and document water savings. Based on data supplied by the individual utilities in the 4 county area, the overall water saved in a 1 year period for 230 applicants was 29 Million Gallons per Year. The region saved 79,352 gallons of water per day or 352 gallons per account per day.

Client Name, Address, Contact Person and Their E-mail Address:

Alys Brockway
Hernando County, Water Conservation Coordinator
21030 Cortez Blvd., Brooksville, FL 34601
PH: (352) 754-4749
E-mail: Abrockway@co.hernando.fl.us



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Section A- References For Jack Overdorff

WITHLACOOCHEE WATER SUPPLY AUTHORITY IRRIGATION EVALUATION PROGRAM (N491),

April 2013 To Present

As a continuation of the Project (N278) noted on Page 11, Mr. Overdorff is currently working with the Water Authority staff and County coordinators to assist high potable water users by providing irrigation audits/inspections to residents in within the water authority supply area (Citrus, Hernando, Marion & Sumter Counties). Inspections determine areas of system inefficiencies, possible water leaks, identify pressure problems, broken equipment, improper design or use of equipment, overspray, system calibration by catch can tests and rain sensor installations. Following the inspections a report is generated outlining the findings with recommendations to increase the system efficiency along with a property head layout plan to assist the owner in current and future repairs or modifications. Follow-up visits will be scheduled to verify that modifications are completed as outlined in the inspection reports and documentation of water savings will also be done at that time.

Client Name, Address, Contact Person and Their E-mail Address:

Nancy Smith
Withlacoochee Water Supply Authority
3600 W. Sovereign Path, Suite 228
Lecanto, FL 34461
PH: 352-527-5795 Fax: 352-527-5797
E-mail: nsmith@wrwsa.org

CITY OF TAMPA, SENSIBLE SPRINKLER PROGRAM, December 2009 To 2012

As part of the City's Sensible Sprinkler Program, Mr. Overdorff has assisted the City by performing irrigation audits and rain sensor installations for residential, multi-family and commercial customers including those that have been identified as high water users. The program offered incentives to residents who make prescribed adjustments and modifications to reduce overall water consumption for irrigation purposes. Follow-up inspections were conducted to verify that prescribed modifications are completed. In addition to performing irrigation audits Mr. Overdorff assists the City with educational workshops and providing technical assistance for public information releases.

Client Name, Address, Contact Person and Their E-mail Address:

Jill Lehman
Environmental Specialist
Tampa Water Department
306 E. Jackson Street, 5E
Tampa, Florida 33602
PH: (813) 274-7091
FAX (813) 274-7040
E-mail: Jill.Lehman@ci.tampa.fl.us



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Section A- References For Jack Overdorff (Continued)

SWFWMD, PILOT IRRIGATION EVALUATION PROGRAM FOR RESIDENTIAL PROPERTIES, July 2009 To October 2009 & SWFWMD, SKIP A WEEK PROGRAM, February 2010 To March 2010

The pilot irrigation project was conducted in three separate District locations identified as "The Villages" in the North District area, Lakeland in the Central District area and Port Charlotte in the South District area. The purpose of the inspections was to test the process of performing irrigation audits for selected high water use homeowners within each of the three areas described above to determine if the audit process is effective in reducing water use and also justify and demonstrate water changes following the inspections. A written report was generated discussing the above mentioned items including recommendations to rectify irrigation system problems, landscape adjustments and a calibrated time schedule to apply $\frac{3}{4}$ of an inch per application. The report also included a general diagram locating irrigation heads and providing suggestions for system adjustments.

For the Skip-A- Week program, Mr. Overdorff assisted the District by providing technical expertise for this program to educate the public on the reduced water needs of landscape material during the winter months. Scope of work included working with District staff and promotional staff at educational booths throughout the District.

Client Name, Address, Contact Person and Their E-mail Address:

Robin L. Grantham
Senior Communications Coordinator
Southwest Florida Water Management District
2379 Broad Street, Brooksville, FL 34604-6899
PH: (352) 796-7211 ext. 4779 or 1-800-423-1476,
FAX (352) 754-6883
E-mail: Robin.Grantham@swfwmd.state.fl.us

MID-FLORIDA CREDIT UNION, PINELLAS PARK & NEW PORT RICHEY FACILITIES, December 2012 to Present

Development of landscape and irrigation plans incorporating drought tolerant Florida Friendly plantings appropriate for each site and low volume irrigation design for commercial financial institutions.

Engineer of Record Name, Address, Contact Person and Their E-mail Address:

Kendall Phillips
LP Engineering
205 Century Blvd.
Bartow, FL 33830
PH: (863) 519-3470
Contact E-mail: kphillips@lpengineering.net

ATTACHMENT 2
MANDATORY REFERENCE INFORMATION FORM
(Must be Returned with Quote Response)

List a minimum of 3 business references of similar scope of work. References must be from firms representing your services of at least the same size and scope that we are requesting. Please insure all phone number and contacts are correct as to the performance of your company.

City of St. Petersburg

1. **Business Name:** Christine A. Claus, Water Conservation Coordinator
Contact Person: 1650 Third Avenue North, St Petersburg 33713
Address: (727) 892-5688
Phone No: Managing the Sensible Sprinkler program assisting approximately 400 individual
Service Performed: residences and commercial properties with full audit services & rain sensor install
2. **Business Name:** City of Tampa, Water Department
Contact Person: Jill Lehman, Environmental Specialist
Address: 306 E. Jackson Street, 5E, Tampa, Florida 33602
Phone No: (813) 274-7091
Service Performed: Managing the Sensible Sprinkler Program assisting residential, commercial and multi-
family participants in irrigation efficiency evaluations/water conservation
3. **Business Name:** SWFWMD
Contact Person: Robin L. Grantham, Senior Communications Coordinator
Address: 2379 Broad Street, Brooksville, FL 34604-6899
Phone No: PH: 352-796-7211, ext. 4779
Service Performed: Educational water conservation events & performed irrigation audits for home owners
associations, residences & commercial properties throughout the district
4. **Business Name:** Hernando County
Contact Person: Alys Brockway
Address: 21030 Cortez Blvd., Brooksville, FL 34601
Phone No: PH: (352) 754-4749
Service Performed: Performed irrigation audits for residences within the County through WRWSA projects
(N278 & N491) assisting in increasing irrigation efficiency and water conservation



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Section C- Proposal

a. Analysis of the firms strengths, weaknesses and management philosophy:

ECO-Land Design and it's owner Jack Overdorff, RLA are dedicated to providing water conservation consulting services through proper selection of plant materials, utilizing low volume irrigation techniques, evaluating existing landscape/ irrigation systems and providing clients with solutions that are not only water efficient, but also less demanding on our ecosystems. Mr. Overdorff has been successfully practicing these principals for many years.

ECO-Land Design is also dedicated to providing education to our clients and audit participants on how to effectively increase the efficiency of irrigation systems, identifying when plants or turf need water and also how to properly plan for future improvements to landscape and turf areas.

ECO-Land Design provides the following services to State and Local Governments, private property owners and community associations:

- Landscape & Irrigation Design
- Landscape and Irrigation Assessments
- Irrigation Audits
- Construction Management
- Site planning
- Development of Florida Friendly Landscape Guidelines
- Providing Educational Assistance

Other services ECO-Land Design offers but requires assistance from subconsultants include:

- Pump system design and engineering
- Water treatment devices
- Electrical Systems and lighting design
- Structural Engineering & Design



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Section C- Proposal (Continued)

The management philosophy at ECO-Land Design is centered around providing cost effective proven solutions to our clients, on-time while also providing on-call services when asked and providing open communication throughout the duration of projects. In most cases project correspondence is addressed the same business day or next business day. We also understand when dealing with participants in programs such as this Sensible Sprinkler Program that we will be available to schedule appointments as necessary throughout the course of the week (mornings, afternoons, evenings and weekends if necessary) to fit into the participants busy schedule.

We also are dedicated to providing these services on-time without delay and as scheduled with the participant. Reports will be generated and delivered to the Authority project manager within one week of the inspection. Any adjustments to the reports requested by the Authority will be address within the next business day and delivered to the participant.

Jack Overdorff, RLA will be the primary contact for this project. He will be in direct communication with the Program Manager and any other necessary staff in authorizing contractual documents, invoicing and preparation of monthly/annual reports. He will also serve as the Project Manager for the project as well as the Certified Auditor for the project. His experience includes over 14 years experience managing/supervising projects, 19 years inspecting/evaluating irrigation systems and over 23 years in the design of irrigation systems. He will be responsible for direct communication with the Authority staff and program participants in scheduling inspections, updating databases, performing inspections, outlining written reports, follow-up inspections as well as coordinating with team members on the level of involvement necessary for each individual inspection to ensure all required aspects of the scope are thoroughly performed in a timely manner and in accordance with the program requirements.

b. Current Irrigation Service Operations:

Current irrigation services are strictly limited to design, construction oversight and irrigation system evaluations/audits for public/private entities in the State of Florida.



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Section C- Proposal (Continued)

c. Equipment used for the inspections:

- 2007 Toyota Prius
- Catch cans - used for collection of water identifying distribution uniformity and volume. Results are used to calibrate the irrigation controller by setting zone run times accordingly.
- Stop Watch - used to determine flow for each zone and output for rotor heads
- Graduated cylinders - used to measure water collected
- Soil Probe - used to examine soils structure/water holding capacity for adjusting water durations
- 100' measuring tape- used for measuring landscape/turf areas
- Pressure gauge with pitot tube- used for measuring pressure at rotor heads
- Pressure gauge for spray heads - used to measure pressure at fixed spray heads
- One gallon container - used to collect and measure output from rotor heads
- Survey flags - used for marking head locations
- Sample peg boards with typical low volume equipment and conventional irrigation equipment used for the education of participants
- Calculator - used for calculating flow rates, average application rates/inches per hour, distribution uniformity, effective application rate, required run times and catch can spacing per FIS guidelines
- Various fittings, wire connectors, wire cutters, pliers, tape, screws, staples for installation of rain sensors
- Electric drill and masonry bit for installation of rain sensors
- Folding ladder for inspection/installation of rain sensors
- Caulk for sealing holes from installation of rain sensor
- Totes for distribution of handout material for the Authority
- HP 6210 Computer with Microsoft Office including Word and Excel
- Epson Workforce 610 multifunction, printer/scanner/fax & Brother laser printer
- Verizon high speed zoom internet access

d. Capacity for meeting service requirements:

Current irrigation audit workload includes:

- WRWSA Irrigation Inspection Project initial inspections (N491) - Ended October 1st, 2014, Follow up inspections (50 -60) thru September 2015
- City of St. Petersburg Sensible Sprinkler Program - Current Phase Ending May, 2014

Due to current contracts status it is anticipated that this contract will be fully serviced by Mr. Overdorff follow approval and beginning January 2014



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Section C- Proposal (Continued)

e. Any service innovations that enhances customer relations:

In addition to all of the required items noted in the scope of work for this project, ECO-land Design will include a general property layout plan that locate all irrigation heads (identified by type) as well as general notes on the plan that will identify items for immediate repair and modifications to increase coverage or efficiency of the system. This practice has been used for several years and has been proven to be a great asset to the homeowners in terms of understanding their system, locating equipment, making adjustments and requesting repairs by contractors. The plan also has corresponding numbers for each head that relates back to the inspection report for ease of understanding by the homeowner. Property layout plans are generated from readily available property appraiser information. The plans are included in the base bid for this project. (See Section-F for report and plan examples)

In addition to the items required by the project scope, Eco-land Design will also demonstrate to the homeowner how to complete a catch can tests for a minimum of 1 rotor head spray zone and 1 fixed spray zone. These tests are important in determining the appropriate zone runtimes to properly calibrate the system. It also allows the homeowner the educational experience of how to completed the tests on their own to better manage their irrigation system, practice water conservation and reduce overall maintenance on the landscape/turf areas.

f. Summary of the evaluation process:

At the direction of the Program Manager, Mr. Overdorff will contact and schedule appointments with prospective inspection/evaluation candidates at the earliest and most convenient time with priority given to potable water users. Mr. Overdorff is accustomed to scheduling appointments with participants, documenting contact information and dates though his current work with the Authority and other similar projects/clients. He is also available to conduct evaluation during late afternoons, early evening hours and weekends as necessary to assist participants in fitting the evaluations into their busy schedules.

During the inspections the following items will be reviewed:

1. Visually inspect landscape areas for indications of over watering and dry spots
2. Proper zoning of shrub and turf zones - these should be separated as water needs for each vary greatly.
3. Use of rain sensor shut off devise, testing and proper installation /location to ensure proper environment for optimum performance. Install a new devise if one is not present or current devise is inoperable or in a poor location.
4. Identify appropriate schedule and duration of watering times for plant material and sod species. Assist homeowner in setting the timer appropriately if requested.
5. Verify controller has a programmable clock & identify any physical limitations

Section C- Proposal (Continued)

6. Review and document existing scheduled run time and duration/frequency of each irrigation zone per current water restriction requirements
7. Verify controller has a back-up battery to work and maintain water schedules during frequent power outages, will replace for homeowner if additional batteries are present.
8. Review irrigation head layout and determine if spacing modifications are necessary to reduce dry areas or areas of non-coverage. Maximum spacing should not exceed 55% of the spray diameter.
9. Review and identify damaged equipment or leaking pipes
10. Identify any areas of overspray or excessive runoff
11. Determine if irrigation heads are using matched precipitation rates so that equal water distribution is maintained during operation
12. Review each irrigation zone to determine existing gallons per minute (GPM) used per application and appropriate timing based on current water restrictions
13. Inspect water meter for potable customers to determine any potential leaks that may be evident on-site and if the irrigation main has a master shutoff, determine if other leaks are present.
14. Demonstrate and perform catch can tests on one rotor & one spray turf zones and calibrate system based on the findings
15. Visually review pressure and performance of irrigation heads identifying any leaks, broken pipes, overspray, matched precipitation, multiple manufactures equipment
16. Identify potential opportunities for micro-irrigation or drip irrigation
17. Verify appropriate filtering equipment based on irrigation methods and recommend any necessary maintenance to maintain operation
18. Identify any obstructions that may inhibit proper irrigation of areas or clogged heads
19. Identify landscape areas that are maintenance problems in regard to irrigation and provide recommendations to amend including Best Management Practices (BMP) information
20. Provide recommend landscape adjustments that will result in water savings and potential heads to reduce flow or turn off based on existing plantings
21. Inspect soils with soil probe to identify if run time adjustments are necessary based on composition
22. Identify if backflow prevention devise is present
23. Note and report any visible cross connections on the property
24. Provide a graphic irrigation head layout plan that corresponds to the report generated to easily identify and locate equipment with estimated turf area in square feet
25. Demonstrate low volume techniques and system adjustments with educational boards
26. Distribute the outdoor water conservation packets to Program Participants

A certified written report will be generated with Microsoft Word 2007 within 1 week of the initial inspection and discuss each the above mentioned items including recommendations to rectify irrigation system problems, landscape adjustments and a calibrated time schedule to apply 1/2"- 3/4" of an inch per application. The report will also analyze current water usage and potential water savings if recommend modifications are made. Additionally, reports will provide



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a schematic head layout plan for residential evaluations. This detailed process has proven to be an effective way to examine the overall performance of individual irrigation zones and effectively communicate system issues and recommendations. Recycled paper will be utilized on all reports mailed out to participants.

A database in Microsoft Excel 2007 will be maintained and containing the following information; schedule appointment dates, participant names with address, completed/delivered report dates, track completed inspections, follow-up visits, rain sensor installations per month and total for the program, and number of evaluations completed per month as well as a total for the program.

Follow-up inspections will be scheduled to review the modifications made to the irrigation system according to the initial report/inspection and to assess the water savings that was achieved. A written certification of the follow-up inspection will be provided that will include data on the follow-up walk through inspection, modifications made to the system, percentage of recommended modifications that were implemented, re-check of the time clock for station run time durations, watering days and times, verification that the rain sensor is working and supporting calculations of the participant water usage following the modifications to the system.

Monthly reports will be generated and delivered to the Program Manager by the end of the second week of the month for the previous months activities.

g. Describe any assistance or support your staffing resources will require of the Authority:

If possible e-mail addresses could also be utilized as an alternative method of contacting participants as some individuals prefer this method of contact versus phone calls. E-mails will also be requested at the time of the inspection by Eco-land Design and used to issue reports per applicant approval to minimize excess paper and environmental impacts.

No additional assistance or support will be required other than the items identified in the RFP.

h. Employee background check process:

ECO-Land Design will secure the services of Accuscreen to provide the all required criminal and DMV background check information for the program.

Based in Tampa, Florida; AccuScreen is a nationwide provider of pre-employment screening services, specializing in Drug, criminal records & DMV research. Accuscreen has earned an outstanding reputation by producing a premium product, with exceptional customer service, rapid turnaround time within 24 to 72-hours.

**ATTACHMENT 1
QUOTE RESPONSE FORM
FOR WRWSA IRRIGATION EVALUATION PROGRAM – QUOTE NUMBER RFQ 15-1501**

The undersigned bidder has carefully read this Request for Quote (RFQ) and its provisions, terms and conditions covering the equipment, materials, supplies or services as called for, and fully understands the requirements and conditions. Bidder certifies that this quote is made without prior understanding, agreement, or connection with any corporation, firm, entity, or person submitting a quote for the same goods/services (unless otherwise specifically noted), and is in all respects fair and without collusion or fraud. Bidder agrees to be bound by all the terms and conditions of this RFQ and certifies that the person(s) signing this quote is (are) authorized to bind the bidder. Bidder agrees that if Bidder is awarded this RFQ, Bidder will provide the materials or services as stipulated in the specification of this RFQ 15-1501. Bidder further agrees to furnish and to deliver as indicated, with all transportation charges prepaid, and for the prices quoted thereon as follows: **3600 W. Sovereign Path, Suite 228, Lecanto, Florida 34461.**

Administering Irrigation Evaluation program, per specifications.

Single-Family Cost per evaluation \$ 340.00 Cost per rain sensor \$ 75.00
Cost per follow-Up \$ 100.00

(The quoted cost for each item should include all services detailed in the specification, with no additional charges including travel.)

Firm Name ECO-Land Design, LLC

Type Organization: ☐ Individual ☒ Small Business ☐ Non-Profit
☐ Partnership ☐ Corporation ☐ Joint Venture

Business is licensed (unless exempt by applicable law), permitted and certified to do business in the State of Florida:
☒ Yes ☐ No License# L10000007453/LC26000393

Irrigation Auditors Certification # (from Secretary of State): Completed April, 2009 (See FIS Certificate Above)

State of Florida Fictitious Name Reg. # (from Secretary of State): None

Authorized Representative's Name: Jack B. Overdorff

Address: 7615 Terrace River Drive

City: Tampa State: FL Zip: 33637

Telephone No.: (813) 466-8705 Fax No.: (813) 988-0804 Email: Ecolandfl@gmail.com

Federal I.D.#: 45-1594760 Invoice Terms: 30 Days

Authorized Signature:  Date: 10/29/14



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Section E- Other

ECO-Land Design will continue to offer the Authority in depth knowledge / experience on the appropriate locations and selections of plant materials, turf grasses and maintenance techniques that associated with proven water conservation methods through efficient irrigation system recommendations offered in this program will enhances the overall effectiveness of the program. Providing these additional educational opportunities has been a valuable resource to the current projects managed by ECO-Land Design and will continue to compliment the Sensible Sprinkler program and add to its success.

Additionally, ECO-Land Design has worked with the SWFWMD in developing easy to read audit report formatting that has been used under the current Sensible Sprinkler Program.

Mr. Overdorff also holds and maintains a Landscape Architect License and is Florida Water Star AP Certified for irrigation.

RICK SCOTT, GOVERNOR	STATE OF FLORIDA	KEN LAWSON, SECRETARY
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION BOARD OF LANDSCAPE ARCHITECTURE		
LICENSE NUMBER		
LA0001543		
The LANDSCAPE ARCHITECT Named below HAS REGISTERED Under the provisions of Chapter 481 FS. Expiration date: NOV 30, 2015		
OVERDORFF, JACK B 7615 TERRACE RIVER DRIVE TAMPA FL 33637		
ISSUED: 11/11/2013 SEQ # L1311110000131 DISPLAY AS REQUIRED BY LAW		

RICK SCOTT, GOVERNOR	STATE OF FLORIDA	KEN LAWSON, SECRETARY
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION BOARD OF LANDSCAPE ARCHITECTURE		
LICENSE NUMBER		
LC26000393		
The LANDSCAPE ARCHITECT BUSINESS Named below HAS REGISTERED Under the provisions of Chapter 481 FS. Expiration date: NOV 30, 2015		
ECO LAND DESIGN LLC 7615 TERRACE RIVER DR TAMPA FL 33637		
ISSUED: 11/11/2013 SEQ # L1311110000132 DISPLAY AS REQUIRED BY LAW		



Section E- Other (Continued)

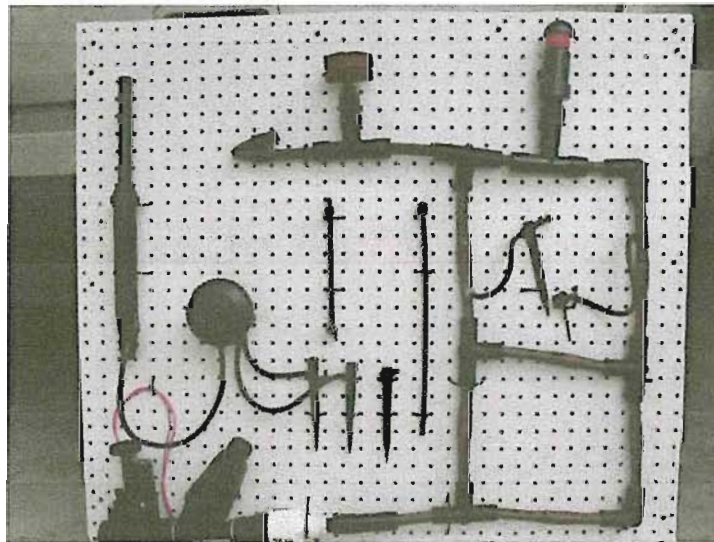


Section E- Other (Continued)

These photographs are examples of the irrigation display boards used to educate applicants on low volume irrigation equipment, conventional irrigation equipment and also used to demonstrate appropriate maintenance techniques.



Conventional Equipment Display Board



Low Volume Equipment Display Board



RFQ 15-1501
WRWSA
Irrigation Evaluation Program
(N640-1) FY2014-15



Section E - Other (Continued)

Below are e-mails of appreciation from participants for programs inspected by Mr. Jack Overdorff:

tvfbrian fauser <brianfauser@gmail.com> Mar 4

Hi Jack,

Very thorough report. Love it.

Thanks,
Brian

Kathleen Koehnen <kkoehnen@hotmail.com> Mar 25

Hello Jack -

Thanks so much for this report. I will follow up as soon as I get back to Florida. I like your professional irrigation system map so much better than the hand-written one I developed over time. I have printed several copies and will color-code by zone and use your map.

Thanks again,
Kathy Koehnen

Sandy Coleman <morganalexa@bellsouth.net> Apr 1

Dear Jack,

Thank you so very much for you evaluation of our irrigation system. The detailed report you prepared along with the layout of our irrigation system is invaluable to us. We will definitely take all of your suggestions for improvement to heart and look forward to assisting with water conservation in our county.

In addition, the money we will save is an added bonus.

Thanks again,
Wayne and Sandy Coleman
10276 Rosetti Ct
Spring Hill, FL 34608



RFQ 15-1501
WRWSA
Irrigation Evaluation Program
(N640-1) FY2014-15



Section E - Other (Continued)

kttrudeau@tampabay.rr.com^{Jun 3}

Thank you for the great inspection and report. It is very much appreciated.

Thanks,
KT Trudeau

Libby <libbyhendren@yahoo.com>^{Jun 30}

Thanks for your help!

Robert Goldberg^{Jul 30}

Thanks this a great report. I will be out of town until 8/19. I will contact a contractor then.

Robert Goldberg

Tom Bisceglia^{Aug 5}

Hi Jack,

Thank you very much for all the work you put into my irrigation report. This report will be very helpful.

Tom Bisceglia

Vassel Walcott <vaskel9@yahoo.com>^{12/13/13}

Hi Jack,
Good evening,
Thanks for inspection conducted at my Sister and I property, it was excellent. I e-mail Debra and mention (manager of Nancy) how significant this Program was and your professionalism.
My Sister and I thank you very much. Happy Holliday.
Regards,
Kelly



RFQ 15-1501
WRWSA
Irrigation Evaluation Program
(N640-1) FY2014-15



Section E - Other (Continued)

Vernard McKenny <vmckenny@tampabay.rr.com> ^{11/7/13}

Thanks Jack,

This is a great and useful report. I will start working on some of the items.

Vern

ggawilliams@juno.com <ggawilliams@juno.com> ^{11/2/13}

Thank you. Was nice to meet you and thank you for installing the rain sensor supplied to us for free.

Appreciate your time and effort on our behalf.

Have already replaced/adjusted the heads you marked during your visit...working on the rest of the items.

-Glennis, President, Northwick Arms Condos.

Wim Dericks <wdericks@gmail.com> ^{11/5/13}

Hi Mr Jack,

This is a very comprehensive report. Thank you very much.

I will get with my



Residential Landscape/Irrigation Evaluation Report

Evaluator: Jack Overdorff, RLA

Re-inspection Date: 5/19/14

Date: 5/13/13

Owner Name: Mr. & Mrs. Black

Address: Ocala, FL 34481

E-mail: None

Report Overview:

On Wednesday, May 8th, 2013, a site inspection was conducted for the irrigation system at the above referenced residence in Ocala, Florida. The irrigation system is connected to the potable (drinking) water supply. A visual inspection as well as a more in-depth review of the irrigation system was conducted. The findings are outlined below as well as recommendations for addressing the system issues and setting of watering durations.

Turf Area	
8,300 Sf	

Checklist:

Item	Location	Functioning?
Time clock	Garage wall of the residence	Program A, Zones 1-6 Program Running Days: Sat. @ 6am Zone #1 thru #4 running 29 minutes Zones #5 & #6 running 26 minutes
Rain sensor	West side of residence	Wireless sensor not working. New Wired sensor installed on the west side of the residence
Backflow Preventer	Side yard	Yes

Evaluation:

Area	Observation	Action	Addressed by Homeowner
General	Watering efficiency can be improved in the front and rear yard landscape beds to minimize overwatering of open mulch areas and existing mature plant material	Recommend capping or moving heads and converting these areas to low volume irrigation and include appropriate filtration, pressure reducers and flush valves as noted below to reduce overwatering and system inefficiencies	Flow reduced on some heads

Residential Irrigation Evaluation Report

	Zones 1 & 5 are irrigating turf and landscape beds within the same zone	It is not recommended to irrigate turf and landscape beds within the same zone as each have different water requirements. Recommend capping heads and separating the landscape beds and turf/lawn areas into separate zones	Not completed
	Spray Heads in the landscape beds are being blocked by plant material	Recommend capping or raising heads as noted below. Also recommend converting these heads to low volume irrigation zones for landscape areas	Plantings trimmed
	Spray pattern coverage can be improved as Spray Heads and Rotor Heads are installed on zone 5	It is not recommended to have Spray Heads and Rotor Heads installed within the same zones as each have different precipitation rates and can create wet and dry areas in the landscape/turf areas	Completed
Zone #1 Spray Zone Front/Side Yard Turf Area & Landscape Beds (See attached site plan)	Spray pattern coverage can be improved for the turf areas as Spray Head #1 has a broken spray nozzle	Recommend replacing the spray nozzle on the head with a matched precipitation rate spray nozzle to improve the spray pattern coverage for the turf areas	Completed

Residential Irrigation Evaluation Report

	Spray pattern coverage can be improved as Spray Head #8 is not popping up properly	Recommend raising the head and/or replacing the 4" tall spray head with a 6" tall spray head to improve the spray pattern coverage for the turf areas	Completed
	Water can be conserved as Spray Heads #1 thru #5 & #7 thru #9 are overwatering open mulch areas and existing mature plant material	Recommend capping or moving heads and converting these areas to low volume dripline irrigation connected to Zone 4 to reduce overwatering and system inefficiencies	Flow reduced on heads
	Spray pattern coverage can be improved as Spray Head #10 is leaning	Recommend straightening the head to improve the spray pattern coverage for the turf areas	Not completed
	Water can be conserved as Spray Head #15 is leaking	Recommend replacing the head with a fixed spray head similar to other heads on the zone fitted with a matched precipitation rate spray nozzle to conserve water	Completed
	Spray pattern coverage can be improved as Spray Head #16 is set too low and blocked by the surrounding turf areas	Recommend raising the head and/or replacing the 4" tall spray head with a 6" tall spray head to improve the spray pattern coverage for the turf areas	Completed
	Zone is operating at approximately 19.5 Gallons Per Minute (GPM)	No action	Zone is operating at approximately 19.5 Gallons Per Minute (GPM)

Residential Irrigation Evaluation Report

Zone #2 Spray Zone Front Yard Turf Area (See attached site plan)	Spray pattern coverage can be improved as Spray Head #18 is leaning	Recommend straightening the head to improve the spray pattern coverage for the turf areas	Not completed
	Spray pattern coverage can be improved for the turf areas as Spray Heads #19 & #21 are not covering the entire turf areas	Recommend adjusting the spray nozzles to improve the spray pattern coverage for the turf areas	Completed
	Spray pattern coverage can be improved as Spray Heads #20 & #21 are set too low and blocked by the surrounding turf areas	Recommend raising the heads and/or replacing the 4" tall spray heads with 6" tall spray heads to improve the spray pattern coverage for the turf areas	Completed
	Spray pattern coverage can be improved for the turf areas and water can be conserved as Spray Head #23 is leaning and overspraying	Recommend straightening the head and adjusting the spray pattern to resolve the issues	Not completed
	Water can be conserved as Spray Head #26 is leaking	Recommend replacing the head with a fixed spray head similar to other heads on the zone fitted with a matched precipitation rate spray nozzle to conserve water	Not completed
	Zone is operating at 17.5 Gallons Per Minute (GPM)	No Action	Zone is operating at 20 Gallons Per Minute (GPM)

Residential Irrigation Evaluation Report

Zone #3 Spray Zone Side Yard Turf Area (See attached site plan)	Spray pattern coverage can be improved as Spray Head #28 is set too low and overspraying onto the driveway	Recommend raising the head and/or replacing the 4" tall spray head with a 6" tall spray head to improve the spray pattern coverage for the turf areas. Also recommend adjusting the spray pattern to reduce overspray	Not completed
	Spray pattern coverage can be improved as Spray Head #29 is leaning	Recommend straightening the head to improve the spray pattern coverage for the turf areas	Not completed
	Water can be conserved as Spray Heads #30 & #31 are overspraying	Recommend replacing the 360 degree spray nozzles with strip spray nozzles to conserve water	Not completed
	Spray pattern coverage can be improved as Spray Head #33 is clogged	Recommend flushing the head out and replacing the spray nozzle as necessary to improve the spray pattern coverage for the turf areas	Completed
	Zone is operating at approximately 10.5 Gallons Per Minute (GPM)	No action	Zone is operating at approximately 12 Gallons Per Minute (GPM)
Zone #4 Spray Zone Planting Beds (See attached site plan)	Water can be conserved as Spray Heads #31 thru #52 are overwatering open mulch areas and existing mature plant material	Recommend reducing the flow on the heads or capping/moving heads and converting these areas to low volume dripline irrigation to reduce overwatering and system inefficiencies. Also, recommend reducing the zone runtime as noted below	Flow reduced on heads

Residential Irrigation Evaluation Report

	Spray pattern coverage can be improved as Spray Head #46 is blocked by a garden hose	Recommend moving the garden hose to improve the spray pattern coverage	Spray Head #43 is leaking
	Zone is operating at 17.2 Gallons Per Minute (GPM)	No action	Zone is operating at 22 Gallons Per Minute (GPM)
Zone #5 Rotor/Spray Zone Rear Yard Turf Areas & Landscape Beds (See attached site plan)	The zone efficiency can be improved as Spray Heads #55 thru #58 are irrigating mature plantings on a turf rotor zone	Recommend turning the heads off and replacing with low volume dripline on a separate zone if it is necessary for the plantings to be regularly irrigated.	Heads have been turned off
	Zone is operating at 19.5 Gallons Per Minute (GPM)	No action	Zone is operating at 15 Gallons Per Minute (GPM)
Zone #6 Rotor Zone Rear Yard Turf Areas (See attached site plan)	Spray pattern coverage can be improved as Rotor Head R5 is leaking	Recommend straightening the head to improve the spray pattern coverage for the turf areas	Heads were replaced with fixed Spray Heads
	Water can be conserved as Rotor Heads R5 & R7 are leaking	Recommend repairing or replacing the heads with large turf Rotor Heads similar to other heads on the zone fitted with matched precipitation rate spray nozzles to conserve water	Heads were replaced with fixed Spray Heads

	The spray pattern application rate appears low near Rotor Head R7	Recommend increasing the nozzle size on the head to a#4 nozzle to improve the spray application rate	Heads were replaced with fixed Spray Heads
	Zone is operating at 10 Gallons Per Minute (GPM)	No action	Zone is operating at 13 Gallons Per Minute (GPM)

A catch can test was performed on Zones #2 & #6 to determine the system spray uniformity and also determine appropriate run times for the scheduled waterings in order to achieve a 1/2" to 3/4" application rate. .

Zone #2 is running at 17.5 gallons per minute and according to the catch can test, is operating at 41% spray uniformity for the Zone (above 70% is considered to be good). This zone is applying 1.37" of water per hour. The lawn is in good condition. If the recommendations above are made to the system with the spray pattern uniformity improved to 70%, it is recommended that the zone runtime be set at 31 minutes once per week to achieve a 1/2" application rate. Also, based on the existing soil profile (high sand content) and root depth it is recommended that the runtime be completed in one application.

Zone 6 is running at 10 gallons per minute and according to the catch can test, is operating at 46% spray uniformity for the Zone (above 70% is considered to be good). This zone is applying .56 " of water per hour. The lawn is in fair condition. If the recommendations above are made to the system with the application rate increased to .90" per hour and the spray pattern uniformity improved to 70%, it is recommended that the zone runtime be set at 50 minutes once per week to achieve a 1/2" application rate. Also, based on the existing soil profile (high sand content) and root depth it is recommended that the runtime be completed in one application.

Irrigation Schedules:

The Watering schedule below (Left Side) reflects the information recorded from the irrigation controller at the time of the inspection by the irrigation evaluator called (Pre-inspection zone runtimes and water usage). The water schedule below (Right Side) reflects recommended changes to the watering times and frequency based on the evaluation inspection called (Post-inspection zone runtimes and water usage). These modifications can create significant water savings in many cases.

The suggested runtimes reflect the fact that Spray Heads deliver more water than rotor sprinklers during a given time period and that turf grasses typically require more frequent irrigation than most plants and shrubs. Following the Post Inspection suggested runtimes will allow for deeper development of turf grass roots, greater soil moisture retention and help promote a more drought resistant turf. Over-watering allows water to travel beyond the root zone, while under-watering may cause shallow roots that will dry out quickly

Plant type	Pre-inspection zone runtimes And water usage	Plant type	Post-inspection suggested runtimes And water usage
	Program A (1 application times per week)		Program A (1 application time per week)
Mixed	Zone 1 (Spray) - 29 mins = 566 Gal	Turf	Zone 1 (Spray) - 31 mins = 605 Gal
Turf	Zone 2 (Spray) - 29 mins = 508 Gal	Turf	Zone 2 (Spray) - 31 mins = 543 Gal
Turf	Zone 3 (Spray) - 29 mins = 305 Gal	Turf	Zone 3 (Spray) - 31 mins = 325 Gal
Plants	Zone 4 (Spray) - 29 mins = 609 Gal	Plants	Zone 4 (Spray) - 10 mins = 210 Gal
Mixed	Zone 5 (Rotor/Spray) - 26 mins = 508 Gal	Turf	Zone 5 (Rotor) - 50 mins = 450 Gal
Turf	Zone 6 (Rotor) - 26 mins = 260 Gal	Turf	Zone 6 (Rotor) - 50 mins = 500 Gal
	Total Current Water Usage (per application) = 2,756 Gallons per week		Total Water Usage (per application) after run time modifications 2,633 Gallons per week

*Plant type has three terms: Turf Only, Plants/Shrubs only and Mixed (combination of Both)

- a. Consider placing these charts next to your controller.
- b. Consider skipping your watering day when there is significant rainfall 1/2 half inch or more).

When watering your lawn and landscape **please observe the local water use restrictions.**

Please check for any changes to the current watering restrictions at: <http://swfwmd.state.fl.us/conservation/restrictions/swfwmd.php>

Additionally, seasonal adjustments may also be used to further reduce water use during the winter months (December, January and February) when root growth is minimal thus requiring much less water. By watering every other week during the winter months an additional 15,798 gallons could be saved. The controller also has a seasonal adjustment capability that can also be used to adjust runtimes of all zones by increasing or reducing the percentage of application time; during the rainy season or in winter months when plant materials are not in a growth cycle, the controller's seasonal adjustment can be set at 60% to 80% of the current application rate to conserve water.

Also note: additional water savings can occur by repairing leaks, removing heads, capping heads and changing nozzles on heads as noted above.

The chart below reflects how much water is currently used compared to the Post-evaluation water use with adhering to the recommendations noted above.

Estimate of existing water usage ¹	Post-evaluation water use ¹	Projected annual gallons savings ¹	Projected Annual Gallons Saved w/ Skip a Week ¹
2,756 GAL/CYCLE/WEEK	2,633 GAL/CYCLE	123 GAL/CYCLE	2,633 GAL/CYCLE
143,312 GAL/YEAR	136,916 GAL/YEAR	6,396 GAL/YEAR	22,194 GAL/YEAR (15% Annual Saved)

¹ Based on 1 day a week watering with 1 application per day

Not only is it important to follow these recommendations because it will help conserve the water supply in the Coastal Rivers and Withlacoochee river Basins, it may also help to lower your current utility bill.

For system repairs: Contact a licensed irrigation contractor for a professional installation, particularly if the system involved additional equipment or major modifications. For a listing of qualified contractors in your area, call the Florida Irrigation Society at 1-800-441-5341 or visit their website: <http://www.fisstate.org/>. or refer to the yellow pages of the phone directory. For do-it-yourselfers, irrigation supplies can be obtained from home improvement centers or irrigation supply facilities.

Approximately once per month inspect the irrigation system. Turn on each irrigation zone and visually examine all sprinkler heads. (Are they broken, spraying in the wrong direction or not rotating?) Take notes for later reference. Ten minutes of operation time is allowed for this inspection.

Thanks again for participating in the Withlacoochee Regional Water Supply Authority's Irrigation Evaluation program. We hope this information will benefit you. There are various recommendations and suggested changes made in this report.

Please contact (WRWSA Contracted Admin, Nancy Smith - (352-527-5795), if you have any questions or Comments.

Urban runoff has been identified as the primary source of pollutant loading to surface waters in Florida and is regulated by local, state and federal regulations. Runoff in residential areas is contaminated with fertilizers, bacteria from pet waste, sediment, as well as oil and other automotive fluids from vehicles in driveways and streets. Your efforts in eliminating runoff from excessive irrigation helps reduce the amount of these pollutants which will be transported to local waters. By following the recommendations in this audit report not only will you be conserving water by irrigating more efficiently you will also be reducing your impact on the environment!

See attached Irrigation Layout Plan for irrigation equipment locations on the property.

Actual Water Usage Following Modifications:

Pre-inspection zone run times And water usage per application	Post-inspection run times
Program A (1 application times per week)	Program A (2 application time per week)
Zone 1 (Spray) - 29 mins = 566 Gal	Zone 1 (Spray) - 10 mins = 195 Gal
Zone 2 (Spray) - 29 mins = 508 Gal	Zone 2 (Spray) - 15 mins = 300 Gal
Zone 3 (Spray) - 29 mins = 305 Gal	Zone 3 (Spray) - 7 mins = 84 Gal
Zone 4 (Spray) - 29 mins = 609 Gal	Zone 4 (Spray) - 5 mins = 110 Gal
Zone 5 (Rotor/Spray) - 26 mins = 508 Gal	Zone 5 (Rotor) - 10 mins = 150 Gal
Zone 6 (Rotor) - 26 mins = 260 Gal	Zone 6 (Rotor) - 10 mins = 130 Gal
Total Water Usage (per application) = 2,756 Gallons per week	Total Water Usage (per application) after run time modifications = 969 Gallons per application X 2 applications per week = 1,938 Gallons per week

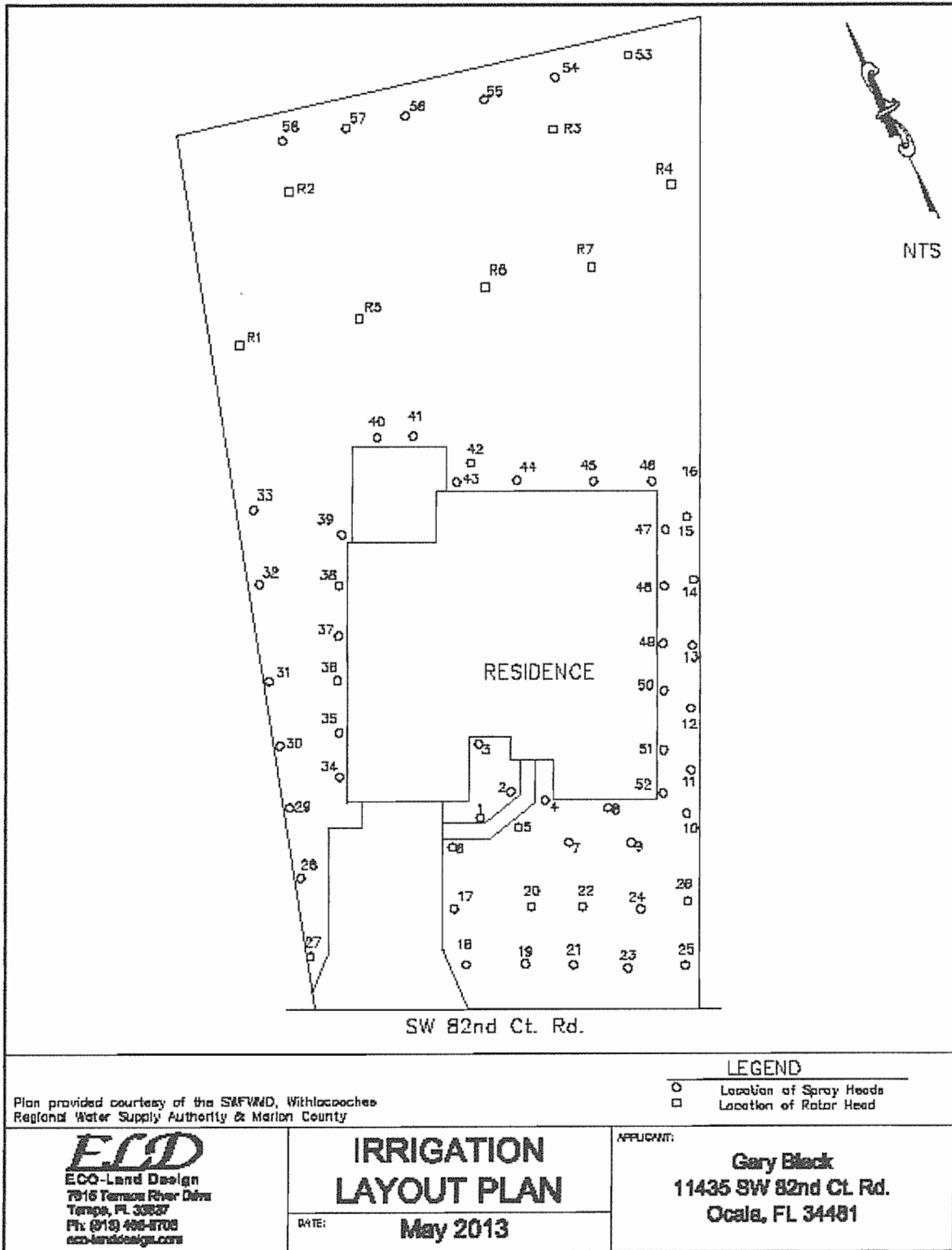
Water Usage Summary Following Re-Inspection

Estimate of existing water usage ¹	Post-evaluation water use ¹	Projected annual gallons saved ¹	Projected Annual Gallons Saved w/ Skip a Week ²
2,756 GAL/CYCLE/WEEK	1,938 GAL/CYCLE	818 GAL/CYCLE	1,938 GAL/CYCLE
143,312 GAL/YEAR	100,776 GAL/YEAR	42,536 GAL/YEAR	67,536 GAL/YEAR (47% Annual Savings)

¹ Based on 1 days a week watering with 1 applications per day² Based on 2 days a week watering using the skip a week program in the winter months (Dec., Jan., Feb.) and assuming a 15% savings with the installed rain sensor.

Estimated percentage of recommended modifications completed: 60%





**AGREEMENT BETWEEN THE
WITHLACOOCHEE REGIONAL WATER SUPPLY AUTHORITY AND ECO LAND
DESIGN, LLC FOR THE WITHLACOOCHEE REGIONAL WATER SUPPLY
AUTHORITY REGIONAL IRRIGATION EVALUATION PROGRAM (N640)**

The Agreement is made and entered into by and between the WITHLACOOCHEE REGIONAL WATER SUPPLY AUTHORITY, an independent special district created pursuant to Section 373.713, *Florida Statutes*, hereinafter referred to as the “Authority” whose address is 3600 W. Sovereign Path, Suite 228, Lecanto, Florida 34461, and ECO-LAND DESIGN, LLC, hereinafter referred to as “Contractor” whose address is 7615 Terrace River Drive, Tampa, FL 33637.

WITNESSETH:

WHEREAS, the Authority desires to engage the Contractor to perform the scope of work (Exhibit A), hereinafter referred to as the “Project”; and

Whereas, the Contractor represents that it possesses the requisite skills, knowledge, expertise and resources, and agrees to provide the desired services to the Authority; and

Whereas, the Authority and the Contractor have agreed on the type and extent of services to be rendered by the Contractor and the amount and method of compensation to be paid by the Authority to the Contractor for services rendered.

NOW, THEREFORE, the Authority and the Contractor, in consideration of the mutual terms, covenants and agreements hereinafter contained, the parties hereto agree as follows:

Section 1. Independent Contractor.

Neither the Authority nor any of its contractual staff shall have any control over the conduct of Contractor or any of Contractor’s employees, except as herein set forth, and Contractor expressly warrants not to represent at any time or in any manner that Contractor or Contractor’s agents, servants or employees are in any manner agents, servants or employees of the Authority. It is understood and agreed that Contractor is, and shall at all times remain as to the Authority, a wholly independent contractor and that Contractor’s obligations to the Authority are solely as prescribed by the Agreement.

Section 2. Project Manager and Notices.

Each party hereby designates the employee set forth below as its respective Project Manager. Project Managers will assist with Project coordination and will be each party’s prime contact

person. Notices and reports will be sent to the attention of each party's Project Manager by U.S. mail, postage paid or by nationally recognized overnight courier, to the addresses set forth in the introductory paragraph of this Agreement; or, electronically to the parties' email addresses as set forth below:

- a. Project Manager for the Authority: Nancy H. Smith
Address: Withlacoochee Regional Water Supply Authority
3600 W. Sovereign Path, Suite 228
Lecanto, Florida 34461
nsmith@wrwsa.org
- b. Project Manager for the Contractor: Jack B. Overdorff, RLA
Address: 7615 Terrace River Drive
Tampa, FL 33637

Any changes to the above representatives or addresses must be provided to the other party in writing.

Section 3. Scope of Work.

Upon receipt of written notice to proceed from the Authority, the Contractor agrees to perform the services necessary to complete the Project in accordance with the Project Plan set forth in Exhibit "A" of Agreement No. _____, [to be provided upon execution] the Agreement between the SWFWMD and WRWSA (Program N640). Any changes to the Project Plan and associated costs must be mutually agreed to in a formal written amendment approved by the Authority and the Contractor prior to being performed by the Contractor, subject to the provisions of Paragraph 4, Compensation.

The parties agree that time is of the essence in the performance of each obligation under this Agreement.

SECTION 4. COMPENSATION

Compensation for individual Work Orders performed by the Contractor shall be payable as follows:

- A. For satisfactory completion of the Project, the Authority agrees to pay the Contractor an amount not to exceed \$61,600.00. Payment will be made to the Contractor in accordance with the Project Budget contained in Exhibit "A" and the Local Government Prompt Payment Act, Part VII of Chapter 218, Florida Statutes (F.S.), upon receipt of a properly documented

invoice. Invoices will be submitted monthly by the Contractor to the Authority electronically at nsmith@wrwsa.org, or to the following address:

Nancy H. Smith, Administrative Assistant
WRWSA
3600 W. Sovereign Path, Suite 228
Lecanto, FL 34461

B. All invoices must include the following information:

- (1) Contractor's name, address and phone number (include remit address, if different than principal address in the introductory paragraph of this Agreement);
- (2) Contractor's invoice number and date of invoice;
- (3) Dates of service;
- (4) Contractor's Project Manager
- (5) Authority's Project Manager; and
- (6) Supporting documentation, necessary to satisfy auditing purposes, for cost and project completion including address and utility of audit. Invoices that do not conform with this paragraph will not be considered a proper invoice.

C. Each Contractor invoice must include the following certification, and the Contractor hereby delegates authority by virtue of this Agreement to its Project Manager to affirm said certification:

"I hereby certify that the costs requested for payment, as represented in this invoice, are directly related to the performance under the Withlacoochee Regional Water Supply Authority Regional Irrigation Evaluation Program agreement between the Withlacoochee Regional Water Supply Authority and Eco-Land Design, LLC, are allowable, allocable, properly documented, and are in accordance with the approved project budget."

- D. The Authority may, in addition to other remedies available at law or equity, retain such monies from amounts due Contractor as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against the Authority. The Authority may set off any liability or other obligation of the Contractor or its affiliates to the Authority against any payments due the Contractor under any contract with the Authority.
- E. The Authority's performance and payment pursuant to this Agreement are contingent upon the Authority's Board appropriating funds in its approved budget for the Project in each Fiscal Year of this Agreement, and subject to Southwest Florida Water Management District (SWFWMD) appropriating funds for this project.

SECTION 5. Contract Period

This Agreement will be effective upon execution by all parties and will remain in effect through March 30, 2017, unless terminated, pursuant to Section 11 or 12 below, or as amended in writing by the parties.

Section 6. Project Records and Documents.

The Contractor, upon request, will permit the Authority to examine or audit all Project related records and documents during or following completion of the Project. The Contractor will maintain all such records and documents for at least three (3) years following completion of the Project. Each party will allow public access to Project documents and materials made or received by either party in accordance with the Public Records Act, Chapter 119, F.S.

Section 7. Ownership of Documents and Other Materials.

All documents, including reports, drawings, estimates, programs, manuals, specifications, and all goods or products, including intellectual property and rights thereto, purchased under this Agreement with Authority funds or developed in connection with this Agreement will be and will remain the property of the Authority.

Section 8. Reports

The Contractor will provide the Authority with any and all reports, models, studies, maps or other documents resulting from the Project. One (1) electronic set of any report must be submitted to the Authority as the Record copy.

Section 9. Indemnification.

The Contractor shall indemnify and hold harmless the Authority, and its directors, officers and contractual staff from liabilities, damages, losses, and costs, including but not limited to, reasonable attorney's fees, to the extent caused by negligence, recklessness, or intentional wrongful conduct of Contractor and other persons employed or utilized by the Contractor in performance of the Agreement. The execution of the Agreement by Contractor shall obligate Contractor to comply with the foregoing indemnification provision; however, the obligations of insuring this indemnification must also be complied with as set forth in Section 10 herein.

Section 10. Insurance Requirement.

- A. The Contractor shall purchase and maintain, during the entire term of this Agreement, insurance in the following kinds and amounts or limits with a company or companies authorized to do business in the State of Florida and will not commence work under this Agreement until the Authority has received an acceptable certificate of insurance showing evidence of such coverage. Certificates of insurance must reference the Authority Agreement Number and Project Manager.

1. Workers Compensation. Coverage must apply for all employees and statutory limits in compliance with the applicable state and federal laws. In addition, the policy must include the following:
 - a. Employer's Liability with a minimum limit per accident in accordance with statutory requirements.
 - b. Notice of Cancellation and/or Restriction. The policy must be endorsed to provide the Authority with thirty (30) days written notice of cancellation and/or restriction.
 - c. If the Contractor does not carry workers' compensation coverage, Contractor must submit to the Authority both an affidavit stating that the Contractor meets the requirements of an independent contractor as stated in Chapter 440, F.S., and a certificate of exemption from workers' compensation coverage.

2. Commercial or Comprehensive General Liability. Coverage must include:
 - a. Liability insurance on forms no more restrictive than the latest edition of the Commercial General Liability policy (CG 00 01) of the Insurance Services Office without restrictive endorsements, or equivalent, with the following minimum limit and coverage:
 \$1,000,000 per occurrence
 - b. Contractual coverage applicable to this specific contract, including any hold harmless and/or indemnification agreement, broad form property damage, explosion, collapse, and underground hazard coverage and independent contractor's coverage.
 - c. Additional Insured. Authority is to be specifically included as an additional insured to the extent of the Authority's interests arising from this Agreement.
 - d. Notice of Cancellation and/or Restriction. The policy must be endorsed to provide the Authority with thirty (30) days written notice of cancellation and/or restriction.

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

Bodily Injury Liability per Person	\$100,000
Bodily Injury Liability per Occurrence	\$300,000
Property Damage Liability	\$100,000
Or	
Combined Single Limit	\$500,000
 - b. Vehicle liability insurance shall include owned Vehicle, hired and Non-Owned Vehicles.
 - c. Notice of Cancellation and/or Restriction. The policy must be endorsed to provide the Authority with thirty (30) days written notice of cancellation and/or restriction.

- B. Insurance coverage shall be placed with insurers or self-insurance funds, satisfactory to the Authority, licensed to do business in the State of Florida and with a resident agent designated for the service of process. Contractor shall provide the Authority with financial information concerning any self-insurance fund insuring Contractor. At the Authority's option, Self-Insurance Fund financial information may be waived.
- C. All the policies of insurance so required of Contractor, except workers compensation and professional liability, shall be endorsed to include as additional insureds: the Authority, its directors, officers and agents. Such insurance policies shall include or be endorsed to include a cross liability clause so the additional insureds will be treated as if a separate policy were in existence and issued to them. If the additional insureds have other insurance, which might be applicable to any loss, the insurance required of Contractor shall be considered primary, and all other insurance shall be considered excess. The cross liability clause does not increase the limits of liability or aggregate limits of the policy.
- D. Deductible and self-insured retention amounts shall be subject to approval by the Authority, which approval shall not be unreasonably withheld. Contractor is responsible for the amount of any deductibles or self-insured retentions.
- E. Approval of the insurance by the Authority shall not relieve or decrease the liability of Contractor hereunder. Contractor acknowledges and agrees the Authority does not in any way represent the insurance (or the limits of insurance) specified in this Article is sufficient or adequate to protect Contractor's interests or liabilities, but are merely minimums.
- F. All of the policies of insurance required to be purchased and maintained (or the certificates or other evidence thereof) shall contain a provision or endorsement that the coverage afforded will not be cancelled, materially changed, or renewal refused, until at least thirty (30) days prior written notice has been given to the Authority and Contractor by certified mail. Contractor shall give notice to the Authority within twenty-four (24) hours of any oral or written notice of adverse change, non-renewal or cancellation. If the initial insurance expires prior to completion of the work, renewal Certificates of Insurance shall be furnished thirty (30) days prior to the date of their expiration.
- G. All insurance required hereunder shall remain in full force and effect until final payment and at all times thereafter when Contractor may be observing the correction, removal or replacement of defective work.
- H. All policies, except for workers' compensation and professional liability, shall contain provisions to the effect that in the event of payment of any loss or damage the insurer will have no rights of subrogation against the Authority, its consultants, directors, officers, representatives or agents. Nothing contained in these insurance requirements is to be construed as limiting the liability of Contractor or Contractor's insurance carriers.

- I. The commercial (occurrence form) or comprehensive general liability (occurrence form) insurance shall include contractual liability insurance applicable to all of the Contractor's obligations under the Agreement, including any indemnity or hold harmless provision.
- J. Contractor shall require each of its subcontractors, suppliers and other persons or organizations working for Contractor to procure and maintain, until the completion of that party's work or services, insurance of the types and in the coverage amounts required to be carried by Contractor in the Agreement unless the Authority agrees, in writing, to other types of coverage and/or lower coverage amounts. Provided, however, professional liability insurance shall not be required under the Agreement for subcontractors, suppliers or other persons or organizations working for Contractor, unless such party is a licensed professional. The preceding sentence does not preclude Contractor for requiring such insurance. Contractor shall be responsible for ensuring all of its subcontractors, suppliers and other persons or organizations working for Contractor in connection with the Project comply with all of the insurance requirements contained herein relative to each such party.

Section 11. Termination without Cause

This Agreement may be terminated by the Authority without cause upon ten (10) days written notice to the Contractor. Termination is effective upon the tenth (10th) day as counted from the date of the written notice. In the event of termination under this paragraph, the Contractor will be entitled to compensation for all services provided to the Authority up to the date of termination on a pro-rated basis and which are within the Scope of Work in Exhibit "A," are documented in the Budget, and are allowed under this Agreement.

In the event the Agreement should be terminated by Authority or Contractor, or the term of the agreement expires, the duties and obligations of Contractor under the following provisions shall survive termination and continue in full force and effect:

- 1. Section 4(B.6) and Section 6, regarding Audits;
- 2. Section 6, regarding Project Documents and Data;
- 3. Section 10, regarding Professional Liability Insurance; and
- 4. Section 9, regarding Indemnification

Section 12. Default.

Either party may terminate this Agreement upon the other party's failure to comply with any term or condition of this Agreement, as long as the terminating party is not in default of any term or condition of this Agreement at the time of termination. The parties agree that this Agreement is an executor contract. To effect termination, the terminating party will provide the defaulting party with a written "Notice of Termination" stating its intent to terminate and describing all terms and conditions with which the defaulting party has failed to comply. If the defaulting party has not remedied its default within thirty (30) days after receiving the Notice of Termination, this Agreement will automatically terminate. In addition, the initiation, either by Contractor or

against Contractor, of proceedings in bankruptcy, or other proceedings for relief under any law for the relief of debtors, or Contractor becoming insolvent, admitting in writing its inability to pay its debts as they mature or making an assignment for the benefit of creditors will constitute a default by Contractor entitling the Authority to terminate this Agreement as set forth above. If after termination by the Authority, it is determined that the Contractor was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Authority. The rights and remedies in this provision are in addition to any other rights and remedies provided by law or this Agreement.

Section 13. Release of Information.

The Contractor agrees not to initiate any oral or written media interviews or issue press releases on or about the Project without providing advance notice or copies to the Authority's Project Manager.

Section 14. Assignment.

Except as otherwise provided in this Agreement, Contractor may not assign any of its rights or delegate any of its obligations under this Agreement without the prior written consent of the Authority. If the Contractor assigns its rights or delegates its obligations under this Agreement without the Authority's prior written consent, the Authority is entitled to terminate this Agreement. If the Authority terminates this Agreement, the termination is effective as of the date of the assignment or delegation. Any termination is without prejudice to the Authority's claim for damages.

Section 15. Law Compliance.

The Contractor will abide by and assist the Authority in satisfying all applicable federal, state and local laws, rules, regulations and guidelines, related to performance under this Agreement. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, handicap, disability, marital status or national origin.

Section 16. Venue and Applicable Law.

All claims, counterclaims, disputes and other matters in question between the parties to this Agreement, arising out of or relating to this Agreement or the breach of it will be decided in accordance with the laws of the State of Florida and by a court of competent jurisdiction within the State of Florida, and Venue will lie in the County of Citrus.

Section 17. Remedies.

Unless specifically waived by the Authority, the Contractor's failure to timely comply with any obligation in this Agreement will be deemed a breach of this Agreement and the expenses and costs incurred by the Authority, including attorneys' fees and costs and attorneys' fee and costs on appeal, due to said breach will be borne by the Contractor. Additionally, the Authority will not be limited by the above but may avail itself of any and all remedies under Florida law for any

breach of this Agreement. The Authority's waiver of any of the Contractor's obligations will not be construed as the Authority's waiver of any other obligations of the Contractor.

Section 18. Attorney Fees.

Should either party employ an attorney or attorneys to enforce any of the provisions of this Agreement, or to protect its interest in any matter arising under this Agreement, or to recover damages for the breach of this Agreement, the party prevailing is entitled to receive from the other party all reasonable costs, charges and expenses, including attorneys' fees, expert witness fees, fees and costs on appeal, and the cost of paraprofessionals working under the supervision of an attorney, expended or incurred in connection therewith, whether resolved by out-of-court settlement, arbitration, pre-trial settlement, trial or appellate proceedings, to the extent permitted under Section 768.28, F.S. This provision does not constitute a waiver of the Authority's sovereign immunity or extend the Authority's liability beyond the limits established in Section 768.28, F.S.

Section 19. Subcontractors

The Contractor may not subcontract with any entity to perform any of the Contractor's obligations or services under this Agreement.

Section 20. Disadvantaged Business Enterprises.

The Authority expects the Contractor to make good faith efforts to ensure that disadvantaged business enterprises, which are qualified under either federal or state law, have the maximum practicable opportunity to participate in contracting opportunities under this Agreement. Invoice documentation submitted to the Authority under this Agreement must include information relating to the amount of expenditures made to disadvantaged businesses by the Contractor in relation to this Agreement, to the extent the Contractor maintains such information.

Section 21. Third Party Beneficiaries.

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

Section 22. Public Entity Crimes.

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

months. Contractor further agrees to notify the Authority if placement on either of these lists occurs.

Section 23. Discrimination.

Pursuant to Subsection 287.134(2)(a), F.S., an entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity. By signing this Agreement, Contractor warrants that it is not currently on the discriminatory vendor list and that it has not been placed on the discriminatory vendor list in the past 36 months. Contractor further agrees to notify the Authority if placement on this list occurs.

Section 24. Dispute Resolution

The Parties will use their best efforts to resolve amicably any dispute, including use of alternative dispute resolution options.

Section 25. Controlling Law

- A. The Agreement is to be governed by the laws of the State of Florida. The sole and exclusive venue for any litigation resulting out of the Agreement shall be in Citrus County, Florida.
- B. In the event of any litigation arising out of the Agreement, the prevailing party shall be entitled to recover from the non-prevailing party all litigation expenses, including witness fees, court costs and attorneys' fees.

Section 26. Extent of Agreement

- A. The Agreement represents the entire and integrated agreement between the Authority and Contractor and supersedes all prior negotiations, representations or agreement, either written or oral.
- B. Except as is provided for in Section 11 hereof, the Agreement may only be amended, supplemented, modified, changed or cancelled by a written instrument duly executed by both parties.
- C. Contractor shall cooperate with the Authority in making any reasonable changes to the Agreement.

Section 27. Agreement Documents

The documents, which comprise the Agreement between the Authority and Contractor, consist of the Agreement and the following documents, which are attached hereto and incorporated by reference;

- A. Project Budget, attached hereto as Exhibit "A"
- B. Contractor's Statement of Qualifications, attached hereto as Exhibit "B"
- C. Certificate of Insurance, attached hereto as Exhibit "C",
- D. Any written amendments, modifications, work orders or addenda to the Agreement.
- E. General Conditions contained with the Request for Quotes.

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

ATTEST:

**WITHLACOOCHEE REGIONAL
WATER SUPPLY AUTHORITY**

BY: _____

Richard S. Owen, AICP Date
Executive Director

WITNESSES:

Date

BY: _____

Name
Company title

Title

PREPARED BY:

Larry Haag
General Counsel for
Withlacoochee Regional Water Supply Authority

EXHIBIT A
PROJECT BUDGET

<p style="text-align: center;">EXHIBIT "A" Agreement between the WRWSA PROJECT BUDGET (1)</p>	
Item	Cost
Approximately 140 irrigation evaluations @ \$340.00 each to include: Labor for evaluation Program Administration	\$47,600
Approximately 140 Rain Sensors including installation @ \$75.00 each	\$10,500
Approximately 35 follow-up evaluations@ \$100.00 each	\$3,500
Total Budget	\$61,600
(1) Based on RFQ 15-1501 Quote Response Form	

EXHIBIT B
Statement of Qualifications

EXHIBIT C
Certificate of Insurance
(to be attached to signature copy)

EXHIBIT D
Amendments, Modifications, Work Orders, or Addenda
(as needed)

Exhibit E.
Part I – General Conditions from the N640 Request for Quotes

PART I – GENERAL CONDITIONS

(Any changes to quote document would cause this section to be changed)

- 1.1 **CORRESPONDENCE.** Unless otherwise stated or notified in writing, correspondence relating to this RFQ will be sent to the Authority at 3600 W. Sovereign Path, Suite 228, Lecanto, FL 34461, and to the bidder at the address stated on the Quote Response Form.
- 1.2 **CONTRACT/AWARD PERIOD.** The contract/award period will be up to twenty-eight (28) months. It is renewable at the Authority's option for two (2), twelve (12) month periods, beginning on the date of the intent to award or finalization of the written agreement (whichever is utilized) and will remain in full force and effect for as long as the Authority has a need for the awarded goods or services, and providing there is an availability of sufficient approved funding to pay for the awarded goods or services.
- 1.3 **QUESTIONS.** The Authority will accept **written** questions in the form of e-mail, fax or by mail relating to this RFQ only during the following period: September 29, 2014 to October 21, 2014.
- 1.4 **DELAYS, CHANGES AND ADDENDA.** The Authority reserves the right to delay scheduled RFQ due dates if determined to be in the best interest of the Authority. Any changes, delays or addenda related to this RFQ issued by the Authority will be sent to all persons/firms recorded as having received the original RFQ.
- 1.5 **QUOTE OPENING.** Quotes will opened **October 29, 2014 at 2:00 p.m.**, in the Authority offices at 3600 W. Sovereign Path, Suite 228, Lecanto, FL 34461, and will remain binding upon the bidder for a period of 90 days thereafter. Pursuant to Section 119.071(1)(b), Florida Statutes (F.S.), all quotes submitted will be subject to review as public records ten (10) days from quote opening or at the time the Authority provides notice of its intended decision if such decision is reached prior to the expiration of the ten day period.
- 1.6 **CANCELLATION.** The Authority reserves the right to cancel the RFQ prior to bid opening and will give notice of cancellation to all persons/firms recorded as having received the original RFQ. Additionally, the Authority reserves the right to reject all quotes, cancel the RFQ, or cancel the Award or Intent to Award. Notice of cancellation or rejection will be sent to all bidders and/or all persons/firms recorded as having received the original RFQ. No bidders will have any rights against the Authority arising from its selection by means of an Award or Intent to Award. An Award or Intent to Award does not constitute a contract with the Authority. Thus, the Authority may cancel the Award or Intent to Award after it has been made but before a contract has been executed.
- 1.7 **QUOTE WITHDRAWAL.** Quotes may only be withdrawn prior to the date and time set forth in item 1.5 above if the Authority receives a signed written request to withdraw a bid from an authorized representative of the bidder.
- 1.8 **QUOTE SIGNATURE AND FORM.** An authorized representative of the bidder must

manually sign the attached Quote Response Form where indicated. All quotes must be typed or printed and signed in non-erasable ink in the spaces provided on the Quote Response Form. All corrections made to the quote by the bidder must be initialed.

- 1.9 **REJECTION OF QUOTE.** The Authority reserves the right to reject any and all quotes or waive any minor irregularity or technicality in quotes received. Quotes which are incomplete, unbalanced, conditional, obscure, or which contain additions not required, or irregularities of any kind, or which do not comply in every aspect with the RFQ, may be rejected at the option of the Authority. Obvious errors in the quote may be grounds for rejection of the quote.
- 1.10 **REFERENCES.** The bidder must provide at least three (3) references who can verify bidder's qualifications and past performance record on projects of similar size and scope, as may be more specifically described in Attachment 2.
- 1.11 **FURNISHING SERVICES.** Contract services are to be furnished on an "as-needed, when-needed basis" during the life of the contract and there is NO guaranteed quantity expressed or implied to be utilized.
- 1.12 **TRANSPORTATION AND TRAVEL.** All transportation and travel expenses are to be included in the Contractors hourly rate, as referenced on the Quote Response Form (Attachment 1).
- 1.13 **SUBCONTRACTORS.** (NO SUBCONTRACTING): The Contractor will not subcontract with any entity to perform any of the Contractor's obligations or services under this Agreement.
- 1.14 **MATERIALS, APPLIANCES, EMPLOYEES.** Unless otherwise stipulated, the Contractor will furnish and pay for all materials, labor, water, tools, equipment, light, power, transportation and other facilities necessary for the execution and completion of the work.
- 1.15 **PROTECTION OF WORK AND PROPERTY.** The Contractor will continuously maintain adequate protection of all his work from damage and will protect the adjacent properties and all others from injury or loss arising in connection with the performance of the project work. Contractor will make good any such damage, injury or loss except such as may be directly due to errors in the Contract Documents or caused by the agents or employees of the Authority. The Contractor will adequately protect and maintain all passage ways, guard fences, lights and other facilities for safety protection required by public authority or local conditions.
 - 1.15.1 At all times, the Contractor will protect all public and privately owned property, structures, utilities, and work of any kind against damage or interruption of service which may result from the operations of the Contractor. Damage or interruption to service resulting from failure to do so will be repaired or restored at the expense of the Contractor.
- 1.16 **GUARANTEE.** All equipment, materials and installation thereof which are furnished by the Contractor will be guaranteed by the Contractor against defective workmanship, mechanical and physical defects, leakage, breakage and other damages and failure under normal operation for a period of one year from and after the date of acceptance thereof by the Authority. Each item of equipment or materials and installation proving to be defective within the specified period of the guaranty will be replaced without cost to the Authority by

the Contractor or by the Surety.

- 1.17 **TAXES.** The Authority is exempt from federal excise tax (exemption number 59-1961659) and state sales tax (exemption number 85-8012584919C-2). Costs on the Quote Response Form must include Florida State sales and any other taxes, except federal excise tax, applicable to materials purchased by the Contractor in accordance with Florida and federal law.
- 1.18 **OWNERSHIP OF DOCUMENTS AND OTHER MATERIALS.** All documents, including reports, drawings, estimates, programs, manuals, specifications, and all goods or products, including intellectual property and rights thereto, purchased under the Agreement with Authority funds or developed in connection with the Agreement will be and will remain the property of the Authority.
- 1.19 **INDEMNIFICATION.** The Contractor agrees to defend, indemnify and hold harmless the Authority, its agents, employees and officers, from and against all liabilities, claims, damages, expenses or actions, either at law or in equity, including attorneys' fees and costs and attorneys' fees and costs on appeal, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the Contractor, its agents, employees, subcontractors, assigns, heirs or anyone for whose acts or omissions any of these persons or entities may be liable during the Contractor's performance under the Agreement.
- 1.20 **TERMINATION WITHOUT CAUSE.** The Agreement may be terminated by the Authority without cause upon ten (10) days written notice to the Contractor. Termination is effective upon the tenth (10th) day as counted from the date of the written notice. In the event of termination under this paragraph, the Contractor will be entitled to compensation for all services provided to the Authority up to the date of termination on a pro-rated basis and which are within the Scope of Work, are documented in the Schedule of Values, and are allowed under the Agreement.
- 1.21 **INSURANCE.** The Agreement resulting from this RFQ will require the Contractor to maintain during the entire term of the Agreement, insurance in the following kinds and amounts or limits with a company or companies authorized to do business in the State of Florida. The Contractor will not commence work under the contract(s) until the Authority has received an acceptable certificate or certificates of insurance showing evidence of such coverage. Certificates of insurance must reference the Authority Agreement Number and Project Manager.
- 1.21.1 Liability insurance on forms no more restrictive than the latest edition of the Commercial General Liability policy (CG 00 01) of the Insurance Services Office without restrictive endorsements, or equivalent, with the following minimum limits and coverage's:
- Per Occurrence \$1,000,000
- 1.21.1.1 The Contractor must purchase and maintain risk, all risk, insurance based on the completed value of the project. The policy must include all materials intended for installation including those purchased by the Authority.

1.21.1.2 The Authority and its employees, agents, and officers will be named as additional insured's on the general liability and builders risk policies to the extent of the Authority's interests arising from the Agreement.

1.21.2 Automobile liability insurance, including owned, non-owned and hired autos with the following minimum limits and coverage's:

Bodily Injury per Person	\$ 100,000
Bodily Injury Liability per Occurrence	\$ 300,000
Property Damage Liability	\$ 100,000
Or	
Combined Single Limit	\$ 500,000

1.21.3 Contractor must carry workers' compensation insurance in accordance with Chapter 440, F.S., and maritime law, if applicable. If Contractor does not carry workers' compensation coverage, Contractor must submit to the Authority both an affidavit stating that the Contractor meets the requirements of an independent contractor as stated in Chapter 440, F.S., and a certificate of exemption from workers' compensation coverage.

1.21.4 Certificates of insurance must provide for mandatory thirty (30) days prior written notice to the Authority of any change or cancellation of any of the required insurance coverage.

1.22 **RESPONSIVE/RESPONSIBLE.** The Authority shall evaluate eligible responsive responses. Responses that do not meet all requirements of this solicitation or fail to provide all required information, documents, or materials may be rejected as non-responsive. Respondents whose responses, past performance, or current status do not reflect the capability, integrity or reliability to fully and in good faith perform the requirements of the bid may be rejected as non-responsible. The Authority reserves the right to determine which responses meet the requirements of this solicitation, and which Respondents are responsive and responsible.

Item 10.b.
Board Policies-
Election of Officers

Item 10.b. Board Policies – Election of Board Officers . . . Richard Owen, WRWSA

The Board has historically elected its officers, including the Chair, Vice Chair and Treasurer, at the January meeting. There is currently no written guidance for the election of officers. Staff has prepared a draft proposed Board Policy, included as an Exhibit to this item, for the Election of Board Officers. This draft is based in part on a similar policy adopted by the Southwest Florida Water Management District Governing Board. The benefit of adopting a policy will be to provide clarity to the Board on how elections are conducted, to provide consistency over time, ensure equity in the process and to provide guidance to staff to assist in the election process. Staff is seeking any input from the Board on the draft policy.

See Exhibit.

Staff Recommendation: Staff recommends the Board adopt the proposed Policy governing the Election of Board Officers, as shown in the Exhibit, including any changes approved by the Board at the meeting.

EXHIBIT	
BOARD POLICY	
WITHLACOOCHEE REGIONAL WATER SUPPLY AUTHORITY	
TITLE: ELECTION OF BOARD OFFICERS	
NUMBER	PAGE: 1 OF 2
APPROVED BY:	JIM ADKINS, CHAIR EFFECTIVE DATE: SUPERSEDES:

The purpose of this Policy is to clarify and facilitate the election process for Board of Directors Officers.

1. Officer Elections

The Board of Directors shall elect officers from its members in the following order:

- Chair
- Vice Chair
- Treasurer

The Executive Director shall serve as the non-voting Secretary for the Board.

2. Schedule for Elections

Election of officers shall occur annually in January. Elections will take place during the beginning of the Board meeting. New officers will assume offices twenty-four (24) hours prior to the next Board meeting.

3. Procedure for Election of Officers

- a. Separate elections shall be held for each office. The Board shall complete all voting on each individual office before proceeding to vote on the next office.
- b. Nominations for new officers shall be made orally.
- c. When everyone has had a reasonable opportunity to nominate, the Chair will accept a motion to close nominations.
- d. The Chair shall then proceed to put the nomination(s) to vote. If there is only one nomination for an office, the Chair shall call for a vote orally. If there is more than one nomination for an office, the Chair shall call for a vote by ballot. Ballots must be signed by each member when voting.
- e. The Executive Director, with the assistance of the General Counsel, shall count the ballots, and the Chair will announce the results.
- f. Elections shall be determined by a majority.
- g. Should no candidate receive a majority on the first ballot, voting will continue with subsequent ballots until one candidate is elected. In the event three or more candidates are on the ballot, the names of all candidates will remain on subsequent ballots.
- h. If a candidate is present and does not decline, or if a candidate is absent but has consented to the candidacy, the candidate is elected. If the candidate is absent, has not consented to be a candidate and does not immediately decline upon being notified, the

EXHIBIT	
BOARD POLICY	
WITHLACOOCHEE REGIONAL WATER SUPPLY AUTHORITY	
TITLE: ELECTION OF BOARD OFFICERS	
NUMBER	PAGE: 2 OF 2
APPROVED BY:	JIM ADKINS, CHAIR EFFECTIVE DATE: SUPERSEDES:

candidate is elected. If a person declines election, there is a failure to elect, and the Board may proceed to continue the election.

- i. Elections will be held in accordance with *Robert's Rules of Order*, except as otherwise specified above.

4. Terms of Office

Board members elected to office will hold office until the next election of officers is held, unless the office is vacated. Officers serve one-year terms. No officer shall serve more than two consecutive terms in the same office.

5. Filling Vacancies

A vacancy in any office shall be filled at the meeting of the Board of Directors at which the vacancy occurs or the next meeting after the vacancy occurs unless delayed to a date certain by action of the Board. In case of disability, resignation, non-reappointment or death of the Chair, the Vice Chair shall become the chair for the remainder of the Chair's term.

AUTHORITY: Chapter 373, Florida Statutes

REFERENCE: Section 286.011, Florida Statutes (Government in the Sunshine Law)
Robert's Rules of Order Newly Revised, Eleventh Edition (2011)

Item. 10.c.
FY 2013-14
Audit Schedule

Item 10.c. Fiscal Year 2013-14 Audit Schedule. . . Richard Owen, WRWSA

The purpose of this item is to inform the Board of the tasks and associated schedule for preparation of the fiscal year 2013-14 audit. Nancy Smith, Administrative Assistant, completed posting the General Ledger on October 9, 2014 for the Authority's fourth quarter. In the latter part of October or early November, it is anticipated Purvis Gray, the Authority's independent auditors, will furnish a list of records required for auditing the fiscal year 2013-14 financial records. Ms. Smith, with review by the Executive Director, will prepare and furnish this information to Purvis Gray. Purvis Gray will conduct their audit in the mid-November time frame. The Executive Director will prepare a Management Discussion and Analysis, which becomes a part of the audit report. The Executive Director will also prepare a Management Response to any comments contained in the Management Letter that is prepared by Purvis Gray as a part of the audit. As in the past, the audit should be completed in the November – December time frame and presented to the Board at its January 21, 2015 meeting for approval.

Once approved, the audit report is submitted to the Auditor General, no later than June 30, 2015 and posted online at www.wrwsa.org. Based on the audit report, the Annual Financial Report is filed with the Department of Financial Services, no later than June 30, 2015.

Staff Recommendation: This item is for information purposes only and no action is required.

Item 10.d. FSAWWA Florida 2030 Water Summit . . . Richard Owen, WRWSA

The Florida Section of the American Water Works Association is holding its fall conference the first week of December with the 6th Annual Florida 2030 Water Summit occurring on Tuesday, December 2, 2014. This summit will focus on the initiatives to support water supply sustainability through 2030 and is an opportunity to hear an update from legislators on the 2015 Year of Water Agenda for the state.

Diane Salz, as governmental affairs liaison for the WRWSA, requests that the WRWSA pay for travel and hotel costs associated with attending this meeting in Orlando on December 2, 2014. Costs are estimated as:

Hotel:	\$158.46
Travel:	<u>\$293.52</u>
Total:	\$451.98

Staff Recommendation: Authorize payment of travel and hotel costs for Diane Salz to attend the FSAWWA 6th Annual Florida 2030 Water Summit on December 2, 2014.



FSAWWA
Florida Section
2014 Fall Conference

Reliability in a Changing Environment

Nov. 30 - Dec. 4, 2014
Omni Orlando Resort at ChampionsGate

**REGISTER
TODAY**

www.fsawwa.org

**for the 6th Annual
Florida 2030 Water Summit**

December 2, 2014. 9:00 a.m. to 12:00 p.m.

Setting the Agenda for 2015 – The Year of Water

Water Sustainability has been the focus of the Florida 2030 initiative since its inception in 2008. At this year's sixth annual Water Summit, we will discuss, strategize and vote on the initiatives that will support water supply sustainability through 2030 and beyond.

The Florida 2030 Vision produced a strong consensus building platform that linked Florida's water suppliers, legislators, regulators, and local governments together in collaborative environments that resulted in significant quantitative and qualitative results. To meet the water demands of our state while giving equal consideration for sufficient water to meet the needs of our natural systems is a major responsibility and each of us have a key role in keeping Florida the #1 place live and visit through good Water Sustainability Policies.

The summit agenda will include:

- An update from legislators on the 2015 Year of Water Agenda for the state
- Review of the 18 water initiatives voted on by the 2008 Water Congress including the 5 initiatives identified as the top priority for the state
- Breakout sessions aimed at updating the existing water initiatives and identifying new water initiatives to be considered
- Prioritizing and voting on the initiatives to advance as viable options for consideration by the state



**Florida 2030 -
A Vision for Sustainable Water
Infrastructure**

It is currently the policy of the State to ensure that new supplies of water will be developed so that all users in all parts of the State will have adequate supplies of water to meet all their needs now and into the future, including sufficient water to meet the needs of natural systems.

By the year 2030, the water supply Vision of Florida is one in which statewide water demands are sustained through a combination of alternative water supplies, water use efficiency, and collaborative multi-jurisdictional water supply efforts.

More Information: www.fsawwa.org

**FLORIDA
2030**

**A Vision for
Sustainable
Water**



Item. 10.e.
Correspondence



October 27, 2014

Mr. Sky Notestein, Senior Environmental Scientist
Southwest Florida Water Management District
2379 Broad Street
Brooksville, FL 34604

Dear Mr. Notestein:

This letter is to thank you for your presentation to the Withlacoochee Regional Water Supply Authority Board of Directors on October 15, 2014. Although I could not be present due to illness, your presentation was well received in which you updated the Board on the most recent springs' activities and projects within the Withlacoochee region. Of particular interest to the Board were projects budgeted for fiscal years 2014-15 and 2015-16, including minimum flows and levels (MFLs), as well as an overview of the state's funding process by which the Department of Environmental Protection (DEP) receives a list of projects endorsed and submitted by SWFWMD, described by Veronica Craw. Overall, I commend you for your contribution to the Board's program.

Sincerely,

Richard S. Owen, Executive Director
Withlacoochee Regional Water Supply Authority

Cc: WRWSA Board Members ✓
Veronica Craw, SWFWMD



October 27, 2014

Mr. Michael Babb, Chair
Southwest Florida Water Management District
2379 Broad Street
Brooksville, Florida 34604

Dear Mr. Babb:

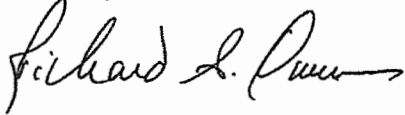
I am writing in regard to the District's proposed 2015 Minimum Flows and Levels (MFLs) Priority List and Schedule. The establishment of MFLs is important to the Withlacoochee Regional Water Supply Authority (WRWSA) in that MFLs establish the limit at which further withdrawals would cause significant harm to the water resources or ecology of the area and thereby help to determine the availability of water resources for human use. The WRWSA Board at its October 15, 2014 approved the sending of this letter to express the WRWSA's interest in this topic. I would first like to compliment the District on the progress made to-date in the establishment of MFLs, including within the Authority's four-county area. In addition, the SWFWMD is to be complimented for soliciting input on its proposed updated schedule. The District has made the current schedule and the proposed new schedule available on its web site and held a workshop for input on October 1, 2014. We appreciate the District's efforts to garner input from those affected by the District's decisions in the establishment of MFLs.

Included as an attachment to this letter is a summary of the proposed 2015 Priority List and Schedule, showing the changes from the current list, for waterbodies located in the four-county area of the WRWSA. As can be seen, the establishment of MFLs for a number of waterbodies is proposed to be postponed. This includes postponing the Gum Springs Group from 2014 to 2016, the Crystal River System and Kings Bay from 2016 to 2017, and the Withlacoochee River System from 2016 to 2020. We recognize that these postponements are due to a combination of factors, including staff limitations and the need for additional work to be performed on certain waterbodies. The purpose of this letter is to simply let the Governing Board know that the WRWSA and its members are keenly interested in this important program and encourage the District to establish MFLs in our region as expeditiously as possible given the District's resource limitations and the many challenges it faces.

Michael Babb, Chair
October 27, 2014
Page | 2

We appreciate your consideration of our input on this matter. We greatly appreciate the continued partnership enjoyed between the WRWSA and SWFWMD.

Sincerely,

A handwritten signature in black ink, appearing to read "Richard S. Owen", with a stylized flourish at the end.

Richard S. Owen, AICP
Executive Director

cc: WRWSA Board Members ✓

Enclosure

RSO:nhs

**SWFWMD Minimum Flows and Levels
Proposed FY 2015 Priority List and Schedule
Waterbodies Within the WRWSA**

Priority Waterbodies with Adopted MFLs

- Chassahowitzka River System and Springs
- Citrus County Lakes – Ft. Cooper, Tsala Apopka – Floral City, Inverness and Hernando Pools
- Hernando County Lakes – Hunters, Lindsey, Mountain, Neff, Spring, Tooke, Weekiwachee Prairie and Whitehurst
- Homosassa River System and Springs
- Marion County Lakes – Bonable, Little Bonable and Tiger
- Sumter County Lakes – Big Gant*, Black*, Deaton*, Miona*, Okahumpka* and Panasoffkee*
- Weekiwachee River System and Springs

FY 2015

- None

FY 2016

- Gum Springs Group* (*was 2014*)
- Rainbow River and Springs* (*was 2016*)

FY 2017

- Crystal River System and Kings Bay (*was 2016*)

FY 2018

- None

FY 2019

- Chassahowitzka River System and Springs (reevaluation) (*was 2019*)
- Homosassa River System and Springs (reevaluation) (*was 2019*)

FY 2020

- Withlacoochee River System – lower segment (*was 2016*)
- Withlacoochee River System – three middle/upper segments (*was 2016*)

FY 2021

- None

FY 2022

- None

FY 2023

- None

* Indicates waterbodies that may be affected by withdrawals in an adjacent water management district

Subject: Fwd: Year of Water - County Priorities
From: Diane Salz <disalz@yahoo.com>
Date: Thu, Oct 16, 2014 12:48 pm
To: Richard Owen <richardowen@wrwsa.org>
Cc: Nancy Smith <nsmith@wrwsa.org>

Sent from my iPhone

Begin forwarded message:

From: "Stephen M. James" <sjames@fl-counties.com>
Date: October 16, 2014 at 11:40:09 AM EDT
To: "Stephen M. James" <sjames@fl-counties.com>
Subject: Year of Water - County Priorities

Good morning all,

As we all have been hearing for quite some time, the 2015 session promises to be the "Year of Water." After a summer of supposition and prognostication, we have been asked by leadership to provide our thoughts on water policies and projects that we would most like to see. Obviously, FAC cannot be in a position to advocate for certain projects to the detriment of others, but would rather provide leadership with a list of priorities representing each and every county. We fully support the equitable distribution of water allocations, and believe that having information about what is most important to each community will inform the best decisions in that regard.

To that end, we are asking each county to provide a short list – no more than three – of the water issues and projects most important to them. We hope to provide this list to staff in the next couple of weeks as they begin to formulate recommendations. We would hope this list will provide a valuable resource to decision makers throughout the allocation process.

If you would be so kind, please send your list of water priorities to my attention at your earliest convenience. As always, your assistance is very helpful and greatly appreciated.

Stephen M. James
Legislative Staff Attorney
Florida Association of Counties
100 S. Monroe St • Tallahassee, FL 32301
(850) 922-5651 • Fax: (850) 922-7501
sjames@fl-counties.com • All About Florida •

Item. 10.f.
News Articles

Comprehensive Study in Progress to Examine Florida's Water Reuse

Updated: Mon 10:36 PM, Oct 27, 2014

By: Tyler Allender - Email

PANAMA CITY-- Bay County has one of the most [innovative](#) water treatment systems in the state.

But officials are in the midst of evaluating that system.

The Florida Department of Environmental Protection (FDEP) held a workshop at Gulf Coast State College on Monday afternoon. It's the beginning of an evaluation process involving the use of reclaimed water and storm water sewage.

Tyndall Air Force Base is home to the [advanced](#) waste water treatment.

It goes through a six-step filtration process before it comes out of the tap at your home.

Earlier this year, lawmakers passed Senate Bill 536 requiring water officials to check on the efforts and submit a report regarding the reclaimed water [projects](#), which is spearheaded by the FDEP.

So far, three [meetings](#) have taken place to gather public input, which is already above the state mandate of two.

"It requires the department to coordinate with the stakeholders in the state to do a study and report on how we can expand the beneficial use of three types of water: reclaimed water, excess surface water and storm water," Tom Beck, the [Director](#) of the Office of Water Policy at the FDEP, said.

Nearly 1,000 surveys have been collected from individual water users, local government and public utilities.

Respondents were concerned with how the water affects public water supply and agriculture.

If you would like to [learn more](#) about the Senate Bill and its requirement, visit: dep.state.fl.us/water/reuse/study.htm.

It describes the study requirements, provides more information about the surveys and [shares](#) the latest findings.

<http://www.wjhg.com/home/headlines/Comprehensive-Study-in-Progress-to-Examine--280590742.html?device=tablet&c=y&device=phone&c=y>

State plan will affect water bodies in Marion County

By Fred Hiers

Staff writer

Published: Friday, October 17, 2014 at 5:09 p.m.

In hopes of reducing pollution loads into the Orange Creek Basin and the aquifer, the Florida Department of Environmental Protection is investing nearly \$400,000 to decrease the flow of unwanted nutrients into the basin's water bodies.

Although the project is mostly in Alachua County, Marion County also will benefit because much of the area's aquifer is shared by the two counties.

The Orange Creek Basin is primarily made up of Orange Lake, Newnans Lake, Lochloosa Lake and Paynes Prairie.

The \$390,000 state project centers on Tumblin Creek in Gainesville, much of which flows into Bivens Arm, a 200-acre shallow lake in Southwest Gainesville that makes up part of Paynes Prairie.

The problem is that the polluted runoff from developed areas in Gainesville empties into Tumblin Creek, which in turn empties into Bivens Arm, said Stepan Broadus, a Gainesville utility engineer overseeing the project. FDEP already has designated Bivens Arm an impaired water body, and that unwanted phosphorus and nitrogen eventually works its way into the lake, making matters worse.

And some of that polluted water makes its way into the Floridan aquifer, Broadus said.

The largest lake on the basin list is Orange Lake, which sometimes swells to more than 15,000 acres and is also suffering from high nutrient levels and an overabundance of vegetation inhibiting boating and fishing.

"And there is going to be a connection between Orange Lake and Paynes Prairie through that aquifer," Broadus said.

The plan is to build a 100-foot-long and 40-foot-wide concrete channel that will slow Tumblin Creek's flow. The reduction in flow will allow the creek's sediments to sink and be collected and removed later.

Water that flows off land and into water bodies such as Tumblin Creek and Orange Lake is called stormwater runoff. The polluted water typically contains urban fertilizers, pesticides, oil and grease. Pollutants such as nitrogen and phosphorus cause unwanted algae, change water chemistry and rob the water of vital oxygen.

Broadus predicts that the channel will catch about 129 tons of sediment annually. That much sediment contains about 80 pounds each of nitrogen and phosphorus that would otherwise make it into the Orange Creek Basin and/or aquifer, Broadus said. About 125 homes on ¼-acre lots generate about the same amount of the two pollutants.

"The No. 1 threat to Florida's water is excess nutrients," noted Tom Frick, director of the Division of Environmental Assessment and Restoration in a press release.

"The energy and passion of the stakeholders in this basin who are stepping up to address nutrient loading, in addition to the city of Gainesville, deserve the department's support. We applaud their commitment," he said.

Construction of the channel is scheduled to begin during the spring of 2015.

Reach Fred Hiers at fred.hiers@starbanner.com and 867-4157.

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State's \$390K Orange Creek Basin project will benefit Marion

By Fred Hiers

Staff writer

Published: Saturday, October 18, 2014 at 9:12 p.m.

Last Modified: Saturday, October 18, 2014 at 9:12 p.m.

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