

**AGREEMENT FOR AS-NEEDED PAINTING AND COATING SERVICES BETWEEN  
PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY  
AND \_\_\_\_\_**

The Agreement is made this 1<sup>st</sup> day of December, 2021 (“Effective Date”) between the PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY, an independent special district created pursuant to Section 373.1962, Florida Statutes, now found in Section 373.713, Florida Statutes, and Section 163.01, Florida Statutes, acting by and through its governing Board of Directors, hereinafter referred to as the “Authority”, whose address is 9415 Town Center Parkway, Lakewood Ranch, Florida 34202, and \_\_\_\_\_, hereinafter referred to as “Contractor”, whose address is \_\_\_\_\_. Authority and Contractor are sometimes referred to herein individually as a “Party” and collectively as the “Parties.”

WHEREAS, the Authority provides certain governmental services and owns and operates a regional public water supply and delivery system, develops new drinking water supplies, transmission pipelines, and water treatment and storage facilities and must comply with various state and federal regulations; and

WHEREAS, the Authority owns or controls various properties and easements in DeSoto, Charlotte, Manatee and Sarasota Counties; and

WHEREAS, the Authority desires to retain a Contractor to provide As-Needed Painting and Coating Services, hereinafter defined, that may include but are not limited to: painting and coating of various Authority owned and/or managed buildings, infrastructure, facilities and appurtenances; and

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

WHEREAS, Contractor desires to render As-Needed Painting and Coating Services to the Authority, and has the experience, staff and resources to perform those services.

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

### **SECTION 1. DEFINITIONS**

The following terms as used in the Agreement shall have the following meanings:

- A. “Agreement” – This written document and the Agreement Documents set forth in Section 7 hereof, as it may be amended from time to time.
- B. “As-Needed Painting and Coating Services” – Services to be provided by Contractor to the Authority from time-to-time, generally consisting of (but not limited to): painting and coating of various Authority owned and/or managed buildings, infrastructure, facilities and appurtenances.
- C. “Fee Schedule” – Schedule showing billing rates for Contractor’s various personnel classifications, equipment and specific tasks that serves as a basis for budget development on tasks within the Scope of Services, and which is included as Exhibit “B” in the Agreement.
- D. “Scope of Services” – Specific tasks and duties to be conducted by Contractor within a pre-determined timeframe for a specified fee to meet a defined objective, collectively comprising a Work Order and also known as the “Project.”
- E. “System” – All real property, interest in real property, fixtures, personal property, wells, buildings, treatment systems, pumps, pipelines, storage facilities, reservoirs, aquifer storage and recovery facilities and appurtenant or associated facilities of the Authority used in the storage, treatment and delivery of water to Authority customers.

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

## **SECTION 2. ENGAGEMENT OF CONTRACTOR**

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

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

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

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

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

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

- H. Work Orders issued in accordance with this Agreement are limited to projects in which the estimated construction cost of each individual project under the contract does not exceed \$4,000,000 and for a study activity if the fee for professional services for each individual study under this Agreement does not exceed \$500,000.
- I. If applicable, any list of items required to render complete, satisfactory, and acceptable the construction services purchased by the Authority for a Work Order must be completed pursuant to Section 218.735, Florida Statutes, as amended.

#### **SECTION 4. THE AUTHORITY'S RESPONSIBILITY**

Except as otherwise provided in individual Work Orders, the Authority's responsibilities are as follows:

- A. To designate the Authority's Executive Director to act on the Authority's behalf with respect to all matters relating to the assigned Work Orders. The Executive Director shall have complete authority to issue Work Order(s) up to the applicable dollar limits established in the Authority's current Procurement Policy; transmit instructions; receive information; approve invoices and authorize payments thereon; and interpret and define Authority's policies and decisions with respect to materials, elements, subcontractors, key personnel and systems pertinent to Contractor's services. Notwithstanding, this Paragraph A. may not be amended by a Work Order.

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

#### **SECTION 5. TIME OF PERFORMANCE**

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

#### **SECTION 6. COMPENSATION**

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

- A. Compensation for each Work Order approved by the Authority Board of Directors or Executive Director pursuant to the Authority's Procurement Policy shall be established based on the Fee Schedule(s) in Exhibit "B" and tasks included in the Scope of Services. Individual tasks in a Scope of Services may be compensated as either lump-sum or time-and-materials as negotiated between Contractor and the Authority and provided for in the

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

- B. The fair and reasonable expenses of the Contractor necessarily incurred in the performance of the duties herein described and agreed to by the Authority shall, upon proper invoice and detail, be paid by the Authority, at actual cost with no mark-up. The Authority shall also pay out-of-pocket expenses, at actual cost with no mark-up, incurred by Contractor for the Authority relating to the Work Order activities, and agreed to by the Authority's Executive Director. Expenses, which may be incurred by the Contractor for travel or hotels, must be pre-approved by the Authority's Executive Director and, if pre-approved, will be reimbursed in accordance with Exhibit "C", Authority Resolution 2018-01 *Resolution Establishing Per Diem and Travel Expenses* (or latest revision). This paragraph supersedes any conflicts that may occur with Exhibit "B."
- C. Contractor shall prepare and submit to the Authority's Executive Director for approval monthly invoices for the services rendered and expenses incurred pursuant to completion of each Work Order. All invoices shall be on a calendar month basis. Invoices must be submitted to the Executive Director, or the Executive Director's designee, by the 20<sup>th</sup> day of the month for work completed the previous month. Payment shall be made in accordance with Section 6, Paragraph A from the date when the invoice is stamped as received by the Authority unless payment is not approved by the Executive Director pursuant to Section 6, Paragraph D. All invoices shall be accompanied by a report

identifying the nature and progress of the services performed and in a format approved by the Executive Director, or the Executive Director's designee.

- D. The Authority reserves the right to withhold payment to Contractor for failure to perform services in accordance with the provisions of the Agreement and Work Order and the Authority shall promptly notify Contractor if any invoice or report is found to be unacceptable and will specify the reasons therefore.
- E. Contractor shall have the right to suspend services under the Agreement if an invoice becomes delinquent. "Delinquent" shall be defined as an invoice not being paid within sixty (60) days from receipt thereof by the Authority. Contractor's right to suspend services does not become effective if the Authority has withheld payment of an invoice for cause.
- F. Disputes regarding a monthly invoice and/or report shall be resolved pursuant to Section 218.76(2), Florida Statutes, as may be amended.
- G. The Authority may, in addition to other remedies available at law or equity, retain such monies from amounts due Contractor as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against the Authority. The Authority may set off any liability or other obligation of the Contractor or its affiliates to the Authority against any payments due the Contractor under any agreement with the Authority.

**SECTION 7. AGREEMENT DOCUMENTS**

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

- A. Contractor's \_\_\_\_\_, 2021 Competitive Proposal, attached hereto as Exhibit "A",
- B. Fee Schedule, attached hereto as Exhibit "B",

- C. Authority Resolution 2018-01 *Resolution Establishing Per Diem and Travel Expenses*, (or latest revision) attached hereto as Exhibit “C”,
- D. Certificate of Insurance, attached hereto as Exhibit “D”, and
- E. Any written amendments, modifications, Work Orders or addenda to the Agreement.

In the event of a conflict of contract terminology, priority shall first be given to the language in the body of this Agreement, then to Exhibit “C”, then to Exhibit “B”, as they may be amended, and then Work Orders.

#### **SECTION 8. DOCUMENTS AND DATA**

- A. Unless otherwise provided by the Authority, Contractor will provide the Authority with hard and electronic copies of any and all reports, models, studies, maps or other documents (“Documents”) resulting from a Work Order at no cost to the Authority. All original documents prepared by Contractor are instruments of service and shall be the property of the Authority. The use of data gathered under the Agreement shall be restricted and limited to the purposes of the Agreement, excluding the data in the public domain, and shall not be used in connection with other contracts or for other clients of Contractor without written permission of the Authority. All electronic copies, including copies of electronic media used to store data, shall be provided to the Authority in a format specified by the Authority that is suitable for hard copy print out. Reports, documents and maps obtained from other agencies in the course of executing a Work Order shall be considered the property of the Authority and will be delivered by Contractor to the Authority upon the Authority’s request and completion of each Work Order.
- B. The documents, drawings, technical data and working papers obtained or generated under the Agreement, including Documents described in Section 8, Paragraph A above, shall be

maintained by Contractor and made available to the Authority upon request by the Authority at all times during the term of the Agreement and for five (5) years thereafter. Contractor shall deliver to the Authority, at no cost, copies of such Documents or reports the Authority obtained or generated under the Agreement.

- C. All tracings, plans, specifications, maps, plats, evaluations, reports, models, and technical data, including working papers prepared or obtained under the Agreement, shall become the property of the Authority without restriction or limitation of use, and shall be made available, upon request, to the Authority at any reasonable time. Contractor may retain copies thereof for their files and internal use. Any use by the Authority of such materials obtained under the Agreement for any purpose not within a Work Order pursuant to the Agreement or use of incomplete materials obtained from Contractor by the Authority shall be made at the risk of the Authority and made without liability to Contractor. However, this does not constitute a disclaimer of the professional competency of the original work as used within a Work Order.
- D. All final plans, contract documents, reports and/or such other documents that are required by Florida Law to be endorsed and are prepared by Contractor in connection with a Work Order shall bear the certification of a person in the full employment of Contractor or duly retained by Contractor, and duly licensed and with current registration in the State of Florida in the appropriate professional category.
- E. Contractor shall make any patentable product or result of the Work Order and Scope of Services and all associated information, design, specifications, data, and findings available to the Authority. No material prepared in connection with the Work Order will be subject to copyright by Contractor. The Authority shall have the right to publish, distribute,

disclose and otherwise use any material prepared by Contractor pursuant to the Agreement or any assigned Work Orders. Any use of materials or patents obtained by the Authority under the Agreement for any purpose not within a Work Order pursuant to the Agreement shall be at the risk of the Authority. However, this does not constitute a disclaimer of the professional competency of the original work as used within a Work Order. At the Authority's discretion, whenever any renderings, photographs of renderings, photographs of model, or photographs of the Work Order products are released by the Authority for publicity, proper credit for shall be given to Contractor, provided the giving of such credit is without cost to the Authority.

- F. For a period of five (5) years after the completion of the term of a Work Order, Contractor agrees to provide the Authority with copies of any documents and additional materials in its possession resulting from the performance of the Agreement or a Work Order at no cost. However, this provision shall not be considered a waiver of any claim of attorney/client privilege to which Contractor is entitled.
- G. Contractor shall not publish, copyright, or patent any of the data furnished or developed pursuant to the Agreement or any assigned Work Order without first obtaining the Authority's written consent.
- H. Contractor shall comply with the provisions of Chapter 119, Florida Statutes (Public Records Law), as amended. In addition to this Agreement's requirements and as required by Section 119.0701(2), Florida Statutes, as amended, the Contractor shall (1) keep and maintain public records that ordinarily and necessarily would be required by the Authority in order to perform the service; (2) provide the public with access to public records on the same terms and conditions that the Authority would provide the records and at a cost that

does not exceed the cost provided by law; (3) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and (4) meet all requirements for retaining public records and transfer, at no cost to the Authority, all public records in possession of the Contractor to Authority upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records requirements. All records stored electronically must be provided to the Authority in a format that is compatible with the information technology systems of the Authority. Pursuant to Section 119.071(3)(b), Florida Statutes, as amended, building plans, blueprints, schematic drawings, and diagrams, including draft, preliminary, and final formats, which depict the internal layout and structural elements of a building, water treatment facility or other structure owned or operated by the Authority are exempt from the inspection, examination and duplication of public records provisions of Section 119.07(1), Florida Statutes, and Section 24(a), Article I of the State Constitution. Information made exempt by Section 119.071(3)(b), Florida Statutes, as amended, may only be disclosed to other governmental entities if disclosure is necessary for the receiving entity to perform its duties and responsibilities; to licensed architects, engineers, or contractors who are performing work on or related to the building or other structure; or upon a showing of good cause before a court of competent jurisdiction. Entities or persons receiving such information are required to maintain the exempt status of the information. Contractor agrees to include the above provision in all agreements with subcontractors that are related to the Contractor's performance under this Agreement, and to which the provisions of Chapter 119, Florida Statutes, also apply.

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

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

**SECTION 9. STANDARD OF PERFORMANCE**

Contractor shall perform and complete Work Orders in a timely manner and in accordance with the standard of care, skill and diligence customarily provided by an experienced professional organization rendering the same services, and in accordance with sound principles and practices. The Authority shall decide all questions, difficulties and disputes of any nature whatsoever that may arise under or by reason of the Agreement, the prosecution and fulfillment of the services called for hereunder, or the character, quality, amount, or value thereof. The decision of the Authority upon all such claims, questions, or disputes shall be reasonable and in adherence with sound principles and practices applicable to the professional services.

**SECTION 10. CONTRACTOR'S ACKNOWLEDGEMENTS AND REPRESENTATIONS**

Contractor acknowledges and explicitly represents to the Authority the following:

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

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

C. Contractor recognizes that:

1. Authority is contractually obligated to furnish potable water to the Authority's customers who have an immediate need for such water;
2. The performance of the services as provided pursuant to Work Orders may interface with work performed by others;
3. Utilization of the services under the Agreement for the purposes intended may require that Contractor coordinate the Project with other ongoing projects by the Authority;
4. During the construction associated with any assigned Work Order, Contractor shall coordinate Work Order tasks with the Authority in order to minimize interference with the Authority's customers; and
5. Authority may suffer financial loss if the services are not completed within the time periods set forth in a Work Order, or any extensions thereof.

D. Contractor has familiarized itself with the nature and extent of the Agreement, services expected to be performed under the Agreement, and federal, state and local laws, statutes, rules, regulations, ordinances, orders and decisions, that may affect Contractor's performance of the Agreement.

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

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

- F. Contractor shall obtain and review all information and data that relates to each Work Order or which Contractor may reasonably anticipate may affect cost, scheduling, progress, performance or furnishing of the Scope of Services, including, but not limited to, information and data indicated in the Agreement or related to work under separate contracts, to the extent such work may interface with Contractor's services provided pursuant to the Agreement.
- G. Contractor recognizes and acknowledges that the time for the performance of each Work Order is of the essence in the Agreement.

#### **SECTION 11. SUSPENSION OF PROJECT – EXTRA SERVICES**

- A. The Authority shall have the absolute right to terminate or suspend any Work Order, at any time and for any reason upon reasonable notice, and such action on its part shall not be deemed a default or breach of the Agreement. Suspensions or termination of a Work Order or services in this Agreement by the Authority shall be in writing.
- B. If Contractor is of the opinion that any service the Authority directs it to perform substantially increases the services of Contractor beyond the original Scope of Services of the Work Order ("Extra Services"), Contractor shall, within ten (10) days of such direction, notify the Authority in writing of this opinion. The Authority shall, within twenty (20) days after receipt of such notification, fairly judge as to whether or not such service in fact increases the services of Contractor beyond the Scope of Services in the Agreement and constitutes Extra Services. If the Authority determines such service does constitute Extra

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

- C. In the event a Work Order project is entirely or partly suspended, delayed, or otherwise hindered by any cause whatsoever, Contractor shall make no claims for additional compensation or damages owing to such suspensions, delays or hindrances. Such suspensions, delays or hindrances may only be compensated for by an extension of time to complete the Work Order. Any approval or consent to such an extension of time is at the sole and absolute discretion of the Authority; however, such extension shall not operate as a waiver of any other rights of the Authority. Upon resumption of the Work Order, Contractor shall resume its service until the Scope of Services is completed in accordance with the Work Order.
- D. If, in the opinion of the Authority, the progress of an assigned Work Order during any period is substantially less than the amount that is necessary to meet the project schedule, the Authority may require Contractor to take whatever action is necessary, in the opinion of the Authority, to put the Work Order back on schedule. Such action shall not constitute Extra Services unless the delays were caused by circumstances beyond the control of Contractor or its agents, employees or subcontractors.
- E. In the event of claims by others against the Authority in connection with work being conducted under a Work Order, the Contractor shall provide to the Authority such technical assistance that the Authority may request. Such assistance shall constitute Extra Services, unless such claims are caused by the failure of Contractor, its agents, employees, or subcontractors to comply with the terms and conditions of the Agreement or otherwise perform their duties under this Agreement or a Work Order.

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

## **SECTION 12. SUBCONTRACTORS**

Contractor shall not subcontract, assign, or transfer the Agreement or any work or services specifically authorized in the Agreement without the prior written consent of the Authority, which consent may be withheld in the Authority's sole and absolute discretion. Contractor shall be solely responsible for the employment, direction, supervision, compensation and control of any and all subcontractors, experts or other persons employed by Contractor. Contractor shall cause all subcontractors, experts or other persons employed by Contractor to abide by the terms and conditions of the Agreement and Work Orders, and all applicable laws as their work or services affect the Authority. Contractor shall not permit any subcontractor, supplier or other person or organization to perform work or services unless such subcontractor, supplier or other person or organization has complied with the workers' compensation insurance requirements contained in Section 14 herein. Nothing in this Agreement shall be construed to create, or be implied to create, any relationship between the Authority and any subcontractor of the Contractor.

## **SECTION 13. INDEPENDENT CONTRACTOR**

Neither the Authority nor any of its employees shall have any control over the conduct of Contractor or any of Contractor's employees, subcontractors or agents, except as herein set forth, and Contractor expressly warrants not to represent at any time or in any manner that Contractor or Contractor's agents, subcontractors or employees are in any manner agents, subcontractors or employees of the Authority. It is understood and agreed that Contractor is, and shall at all times remain as to the Authority, a wholly independent contractor and that Contractor's obligations to the Authority are solely as prescribed by the Agreement. Nothing contained in this Agreement

will be deemed or construed by the Parties or by any third person to create the relationship of principal and agent or of partnership or of joint venture or of any association between the Authority and the Contractor.

#### **SECTION 14. INSURANCE**

- A. The Contractor must maintain during the entire term of this Agreement, insurance in the following kinds and amounts with a company or companies authorized to do business in the State of Florida and shall not commence work under this Agreement until the Authority has received an acceptable certificate of insurance showing evidence of such coverage.
- B. The amounts and types of insurance shall be appropriate for the services being performed by the Contractor, its employees or agents and must conform to the following minimum requirements:
1. Workers' Compensation. Coverage must apply for all employees and subcontractors with statutory limits in compliance with the applicable state and federal laws. In addition, the policy must include the following:
    - a. Employer's Liability with a minimum limit per accident in accordance with statutory requirements.
    - b. Notice of Cancellation and/or Restriction. The policy must be endorsed to provide Authority with thirty (30) days written notice of cancellation and/or restriction.
    - c. Contractor(s) must be in compliance with all applicable state and federal workers' compensation laws.
  2. Commercial or Comprehensive General Liability. Coverage must include:
    - a. \$1,000,000.00 combined limit per occurrence for bodily injury, personal injury and property damage.
    - b. Contractual coverage applicable to this specific contract, including any hold harmless and/or indemnification agreement, broad form property damage, explosion, collapse, and underground hazard coverage and independent contractor's coverage.
    - c. Additional Insured. Authority is to be specifically included as an additional insured.
    - d. Notice of Cancellation and/or Restriction. The policy must be endorsed to provide Authority with thirty (30) days written notice of cancellation and/or restriction.

3. Comprehensive Automobile Liability. Coverage must be afforded on a form no more restricted than the latest edition of the Comprehensive Automobile Liability Policy filed by the Insurance Services Office and must include:
- a. \$1,000,000.00 combined single limit per accident for bodily injury and property damage.
  - b. Owned Vehicle.
  - c. Hired and Non-Owned Vehicles.
  - d. Employee Non-Ownership.
  - e. Additional Insured. Authority is to be specifically included as additional insured.
  - f. Notice of Cancellation and/or Restriction. The policy must be endorsed to provide Authority with thirty (30) days written notice of cancellation and/or restriction.
- C. Contractor must deliver to the Authority Certificates of Insurance evidencing the insurance coverage specified in this Section 14 prior to commencing work under the Agreement. The required Certificates of Insurance not only shall name types of policies provided but also shall refer specifically to the Agreement.
- D. Insurance coverage shall be placed with insurers or self-insurance funds, satisfactory to the Authority, licensed to do business in the State of Florida and with a resident agent designated for the service of process. Contractor shall provide the Authority with financial information concerning any self-insurance fund insuring Contractor. At the Authority's option, Self-Insurance Fund financial information may be waived.
- E. All the policies of insurance so required of Contractor, except workers' compensation and professional liability, shall be endorsed to include as additional insureds: the Authority, its directors, officers, employees and agents. Such insurance policies shall include or be endorsed to include a cross liability clause so the additional insureds will be treated as if a separate policy were in existence and issued to them. If the additional insureds have other insurance, which might be applicable to any loss, the insurance required of Contractor shall

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

- F. Deductible and self-insured retention amounts shall be subject to approval by the Authority, which approval shall not be unreasonably withheld. Contractor is responsible for the amount of any deductibles or self-insured retentions.
- G. Approval of the insurance by the Authority shall not relieve or decrease the liability of Contractor hereunder. Contractor acknowledges and agrees the Authority does not in any way represent the insurance (or the limits of insurance) specified in this Section 14 is sufficient or adequate to protect Contractor's interests or liabilities, but are merely minimums.
- H. All of the policies of insurance required to be purchased and maintained (or the certificates or other evidence thereof) shall contain a provision or endorsement that the coverage afforded will not be cancelled, materially changed, or renewal refused, until at least thirty (30) days prior written notice has been given to the Authority and Contractor by certified mail. Contractor shall give notice to the Authority within twenty-four (24) hours of any oral or written notice of adverse change, non-renewal or cancellation. If the initial insurance expires prior to completion of the work, renewal Certificates of Insurance shall be furnished thirty (30) days prior to the date of their expiration.
- I. All insurance required hereunder shall remain in full force and effect until final payment and at all times thereafter when Contractor may be providing services to correct, remove or replace defective work.
- J. If applicable, professional liability insurance shall continue in force until the end of the fifth (5<sup>th</sup>) calendar year following the calendar year in which the Agreement is terminated.

The current professional liability insurance policy, if not renewed, shall provide for an extended reporting period on the existing policy through said fifth (5<sup>th</sup>) calendar year.

- K. Contractor shall, upon request by the Authority, deliver to the Authority a copy of each insurance policy purchased by Contractor.
- L. All policies, except for workers' compensation and professional liability, shall contain provisions to the effect that in the event of payment of any loss or damage the insurer will have no rights of subrogation against the Authority, its Contractors, directors, officers, employees, representatives or agents. Nothing contained in these insurance requirements is to be construed as limiting the liability of Contractor or Contractor's insurance carriers.
- M. The commercial (occurrence form) or comprehensive general liability (occurrence form) insurance shall include contractual liability insurance applicable to all of the Contractor's obligations under the Agreement, including any indemnity or hold harmless provision.
- N. Contractor shall be responsible for ensuring all of its subcontractors, suppliers and other persons or organizations working for Contractor in connection with Work Orders comply with all of the insurance requirements contained herein relative to each such party.

**SECTION 15. INDEMNIFICATION OF THE AUTHORITY**

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

provision; however, the obligations of ensuring this indemnification must also be complied with as set forth in Section 14 herein. This indemnification shall survive the termination of this Agreement and shall be binding on the Contractor and its successors or assignees.

**SECTION 16. TERM OF AGREEMENT**

The term of this Agreement is for a period of five (5) years commencing on the Effective Date, unless terminated pursuant to the provisions of this Agreement (“Initial Term”). In addition to the Initial Term, the Authority will have two (2) consecutive options to extend this Agreement for one (1) year each upon mutual written agreement of both Parties. All Work Orders must be completed within the term of this Agreement, unless the Work Order is unavoidably delayed. A Work Order may not be issued for work that exceeds the Agreement expiration date.

**SECTION 17. TERMINATION OF AGREEMENT BY THE AUTHORITY/SURVIVAL**

- A. The Agreement may be terminated by the Authority, with or without cause, upon ten (10) days written notice to the Contractor. Termination will be effective on the date provided in the notice. In the event of termination under this section, the Contractor shall be entitled to compensation for all services provided to the Authority up to the date of termination, which are within the Scope of Services as provided in the Work Order, and are allowed under this Agreement. If the Agreement is so terminated, Contractor must promptly deliver to the Authority copies of all then completed deliverable items and all tracings, drawings, survey notes and other documents that directly support the deliverables prepared by Contractor.
  
- B. In the event the Agreement should be terminated by Authority or Contractor, the duties and obligations of Contractor under the following provisions shall survive termination and continue in full force and effect:

1. Section 3(G) and 11(F), regarding Audits;
2. Section 8, regarding Project Documents and Data;
3. Section 14(J), regarding Professional Liability Insurance;
4. Section 15, regarding Indemnification;
5. Section 17, regarding Termination of Agreement by the Authority/Survival;
6. Section 18, regarding Default/Remedies;
7. Section 25, regarding Dispute Resolution; and
8. Section 26, regarding Controlling Law/Attorney Fees.

## **SECTION 18. DEFAULT/REMEDIES**

A. Either Party may terminate this Agreement upon the other Party's failure to comply with any term or condition of this Agreement, as long as the terminating Party is not in default of any term or condition of this Agreement at the time of termination. To effect termination, the terminating Party shall provide the defaulting Party with a written "Notice of Termination" stating its intent to terminate and describing all terms and conditions with which the defaulting Party has failed to comply. If the defaulting Party has not remedied its default within thirty (30) days after receiving the Notice of Termination, this Agreement shall automatically terminate. However, if the Authority is terminating the Agreement without cause, the Authority's Notice of Termination does not need to describe any terms and conditions with which the Contractor has failed to comply. In addition, the initiation, either by Contractor or against Contractor, of proceedings in bankruptcy, or other proceedings for relief under any law for the relief of debtors, or Contractor becoming insolvent, admitting in writing its inability to pay its debts as the debts mature or making an assignment for the benefit of creditors shall constitute a default by Contractor entitling the Authority to terminate this Agreement as set forth above. The Parties agree that this Agreement is an executory contract. If, after termination by the Authority, it is determined that the Contractor was not in default, or that the default was excusable, the rights and

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

B. Unless specifically waived by the Authority, the Contractor's failure to timely comply with any obligation in this Agreement or Work Order shall be deemed a breach of this Agreement and the expenses and costs incurred by the Authority, including attorney fees and costs, and attorney fees and costs on appeal, due to said breach shall be borne by the Contractor. Additionally, the Authority shall not be limited in recovery by the terms of this Agreement but may avail itself of any and all rights or remedies it may be entitled to under Florida law for any breach of this Agreement.

C. A waiver, at any time, by the Authority of Contractor's breach of, or default in, any of the terms, provisions and obligations of this Agreement will not be construed to be a waiver of any other terms, provisions and obligations hereof or a waiver of any breach or default other than specifically waived. The Authority's failure at any time to compel a fulfillment of any one or more of the terms, provisions or obligations under this Agreement will not be construed to be a waiver of Authority's right thereafter to enforce any such right. No waiver by the Authority will be deemed to have been made unless expressed in writing and signed by the Authority.

#### **SECTION 19. SEVERABILITY**

In the event any provision of the Agreement shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, the Parties hereto shall negotiate in good faith and agree to such amendments, modifications or supplements of the Agreement or such other appropriate actions as shall, to the maximum extent practicable in the light of such determination, implement and give

effect to the intentions of the Parties as reflected herein, and the other provisions of the Agreement, as amended, modified, supplemented or otherwise affected by such action, shall remain in full force and effect. If the Parties cannot agree to such amendments, modifications or supplements to the Agreement, the remainder of the provisions in the Agreement will remain in full force and effect and will in no way be affected, impaired or invalidated.

**SECTION 20. PROHIBITION AGAINST CONTINGENCY FEES**

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

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

- A. Contractor certifies that wage rates and other factual unit costs included in the Fee Schedule are accurate, complete and current as of the Effective Date. Fees, prices, and all other information provided in Exhibit “B” shall be adjusted to exclude any significant sums by which the Authority determines the Agreement Fee Schedule or Work Order price was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. Any such adjustments will be made within one (1) year following the end of this Agreement.

B. Pursuant to Sections 287.133(2) and (3), Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or Contractor under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for Category Two, for a period of thirty-six (36) months following the date of being placed on the convicted vendor list. By signing this Agreement, Contractor warrants that it is not currently on a suspended vendor list and that it has not been placed on a convicted vendor list in the past thirty-six (36) months. Contractor further agrees to notify the Authority within three (3) days of placement on either of these lists. Contractor agrees to include this provision in all subcontracts and require the Public Entity Crimes Statement Form for all subcontracts and lower tier agreements executed to support the Contractor's work under this Agreement.

#### **SECTION 22. SUCCESSORS AND ASSIGNS**

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

#### **SECTION 23. FORCE MAJEURE**

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

**SECTION 24. NO THIRD PARTY BENEFICIARY**

Nothing in this Agreement shall be construed to benefit any person or entity not a Party to this Agreement.

**SECTION 25. DISPUTE RESOLUTION**

In the event any dispute or disagreement arises during the term of this Agreement, the Contractor shall fully perform the Work Order in accordance with the Authority's written instructions. The Contractor is under a duty to seek clarification and resolution of any issue, discrepancy, or dispute by submitting a formal request for dispute resolution to the Authority's Executive Director no later than ten (10) days after the precipitating event. The Parties will use their best efforts to resolve amicably any dispute, including use of alternative dispute resolution options. No services shall be delayed or postponed pending resolution of any disputes or disagreements.

**SECTION 26. CONTROLLING LAW/ATTORNEY FEE**

- A. The Agreement is to be construed and governed in accordance with the laws of the State of Florida. The sole and exclusive venue for any litigation resulting out of the Agreement shall be in Manatee County, Florida, and if in federal court, shall be exclusively in the Middle District of Florida, Tampa Division. Contractor hereby expressly waives any right it has to object to the venue of any action commenced in any courts in Manatee County, Florida or the Middle District of Florida, Tampa Division.
- B. Should either Party employ an attorney or attorneys to enforce any of the provisions of this Agreement, or to protect its interest in any matter arising under this Agreement, or to

recover damages for the breach of this Agreement, the Party prevailing is entitled to receive from the other Party all reasonable costs, charges and expenses, including attorneys' fees, expert witness fees, fees and costs on appeal, and the cost of paraprofessionals working under the supervision of an attorney, expended or incurred in connection therewith, whether resolved by out-of-court settlement, arbitration, pre-trial settlement, trial or appellate proceedings, to the extent permitted under Section 768.28, Florida Statutes. This paragraph does not constitute a waiver of the Authority's sovereign immunity or extend the Authority's liability beyond the limits established in Section 768.28, Florida Statutes.

#### **SECTION 27. CONFLICTING EMPLOYMENT**

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

#### **SECTION 28. SCRUTINIZED COMPANIES**

Pursuant to Section 287.135, Florida Statutes, as amended, a company that, at the time of bidding or submitting a proposal for a new contract or renewal of an existing contract, is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, Florida Statutes, or has been engaged in business operations in Cuba or Syria, shall be ineligible for, and may not bid on, submit a proposal for, or enter into or renew a contract with an agency or local governmental entity for goods or services of \$1 million or more. Additionally, a company that, at the time of bidding or submitting a proposal for a new contract or renewal of an existing contract, is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel, shall be ineligible for, and may not bid on, submit a proposal for, or enter into or renew a contract with an agency or local governmental entity for goods or services of any amount. By signing this Agreement, Contractor certifies that it is not currently on any of the aforementioned lists and agrees to notify the Authority if placement on any of the lists occurs. If Contractor submits a false certification, the Authority may terminate this Agreement and bring a civil action against the Contractor, which may result in a penalty equal to the greater of \$2 million or twice the amount of the Work Orders resulting from this Agreement and all reasonable attorney's fees and costs, including any costs for investigations that led to the finding of false certification.

#### **SECTION 29. DISCRIMINATORY VENDER LIST**

Pursuant to Sections 287.134(2)(a) and (3)(a), Florida Statutes, an entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may

not submit bids, proposals, or replies on leases or real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity. By execution of this Agreement, Contractor certifies that it is not on the discriminatory vendor list.

**SECTION 30. CONFLICT OF INTEREST**

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

**SECTION 31. NOTICES**

Any notices or other writings permitted or required to be delivered under the provisions of the Agreement must be in writing and shall be delivered by sending the notice by personal delivery, U.S. regular mail, U.S. express mail or by U.S. certified mail, return receipt requested, in any event with sufficient postage affixed, and addressed as follows:

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

If to the Contractor:

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

### **SECTION 32. EXTENT OF AGREEMENT**

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

### **SECTION 33. PARTICIPATION IN E-VERIFY SYSTEM**

Contractor and its subconsultants/contractors warrant compliance with all federal immigration laws and regulations that relate to their employees. Contractor agrees and acknowledges that the Authority is a public employer that is subject to the E-Verify requirements as set forth in Section 448.095, Florida Statutes, and that the provisions thereof apply to this Agreement. Contractor by entering into this Agreement with the Authority, certifies: (i) it is registered with and uses the E-Verify system operated by the U.S. Department of Homeland Security to verify the work authorization status of all newly hired employees, (ii) during the year prior to making its submission or entering into this Agreement, no contract of Contractor was terminated by a public employer in compliance with Section 448.095, Florida Statutes, and (iii) Contractor is and shall remain in compliance with Sections 448.09 and 448.095(2), Florida Statutes, including securing

and maintaining subcontractor affidavits as required by Section 448.095(2)(b), Florida Statutes. The Authority's receipt of proof that Contractor and each subcontractor performing through Contractor are E-Verify system participants is a condition precedent to entering this Agreement. Notwithstanding the provisions of SECTION 17., TERMINATION OF AGREEMENT BY THE AUTHORITY/SURVIVAL, or SECTION 18., DEFAULT/REMEDIES herein, if the Authority has a good faith belief that Contractor or its subconsultants/contractors have knowingly hired, recruited, or referred an alien who is not duly authorized to work by the immigration laws or the Attorney General of the United States for employment under this Agreement, the Authority shall terminate this Agreement. Contractor shall be liable for any additional costs incurred by the Authority as a result of the termination of this Agreement based on the failure of Contractor or its subconsultants/contractors to comply with the E-Verify requirements referenced herein.

#### **SECTION 34. BACKGROUND CHECKS**

The Authority may require Contractor to perform a background check on all persons assigned to perform work for the Authority on behalf of Contractor. This will include, at a minimum, a check of each person's criminal history record with the Florida Department of Law Enforcement, and such additional background checking as Authority may deem appropriate. Persons with certain types of criminal backgrounds may be automatically excluded from performing work for the Authority. Others may be excluded at the sole discretion of the Authority, based upon the results of the background check.

#### **SECTION 35. AMENDMENTS**

This Agreement may be amended from time to time provided the Authority and the Contractor mutually agree to such amendment, and the amendment is stated in writing, executed by both Parties; provided, however, that Authority may review and modify the terms and conditions of this

Agreement at any time during the term as deemed necessary by the Authority for the following reasons including, but not limited to:

- A. Conforming the Agreement to the adoption or revision of Florida Statutes, rules, cases, regulations, and standards that require the modification of the Agreement for compliance; and,
- B. Conforming to the adoption or revision of the Authority's Procurement Policy.

**SECTION 36. COUNTERPARTS**

The Parties hereto may execute this Agreement in counterparts and such signatures will have the same effect as if signed all at the same time.

**SECTION 37. COMPUTATION OF TIME**

The time in which any act provided by this Agreement is to be done is computed by excluding the first day and including the last day, unless the last day is Saturday, Sunday or a legal holiday and then it is also extended to the next business day.

**SECTION 38. TIME OF ESSENCE**

Time is of the essence with respect to each date and time specified in this Agreement by which an event is to occur.

**SECTION 39. HEADINGS AND CAPTIONS**

All headings and captions in this Agreement are for reference and convenience only and will not be held to modify or affect the substantive terms and provisions of this Agreement in any manner.

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

ATTEST:

**PEACE RIVER MANASOTA  
REGIONAL WATER SUPPLY AUTHORITY**

BY: \_\_\_\_\_

\_\_\_\_\_

Date

Executive Director

WITNESS:

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Contractor (name & title)

Date

PREPARED BY AND APPROVED  
AS TO FORM BY:

---

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

EXHIBIT A  
(Contractor Statement of Qualification)

**EXHIBIT B**  
**(Contractor Fee Schedule)**

## EXHIBIT C

### PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY

#### Resolution 2018-01

#### RESOLUTION ESTABLISHING PER DIEM AND TRAVEL EXPENSES

**WHEREAS**, the Peace River Manasota Regional Water Supply Authority (Authority), was created pursuant to Section 373.1962, Florida Statutes, now found in Section 373.713, Florida Statutes, and Section 163.01, Florida Statutes; and

**WHEREAS**, Section 112.061, Florida Statutes, establishes per diem and travel expenses of public officers, employees, and authorized persons; and

**WHEREAS**, the Authority meets the definition of a “public agency” under Section 112.061, Florida Statutes; and

**WHEREAS**, Section 112.061(14)(a)4., Florida Statutes, allows special districts to establish rates by the enactment of a resolution that may vary from the per diem rate or mileage rate provided in the statute; and

**WHEREAS**, the Authority approved Resolution 2005-09 establishing per diem and travel expenses on November 2, 2005; and

**WHEREAS**, the Authority finds that the meal allowance and mileage reimbursable rates established in 2005 are now inadequate for the purpose for which they were intended and should, therefore, be revised; and

**WHEREAS**, the meal allowance rates for federal employees, as annually published by the U.S. Government Services Administration (GSA), and the Internal Revenue Service (IRS) mileage reimbursement rate for use of a privately-owned vehicle are hereby deemed reasonable and adequate as such rates are current and take into account regional cost differences.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY, THAT:**

Section 1. The above recitals are true and correct, and are fully incorporated herein.

Section 2. Resolution 2005-09 is repealed and rescinded.

Section 3. The meal allowance rates shall be the rates established by the GSA based on the location of the work activity, as updated annually on October 1.

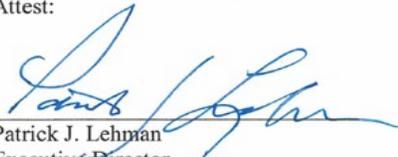
Section 4. The mileage reimbursement rate shall be the “standard mileage rate for business use of a vehicle” established by the IRS, as updated annually on January 1, or as otherwise adjusted from time to time by the IRS.

Section 5. The revised meal allowance and mileage reimbursement rates shall immediately take effect and shall adjust in accordance with this Resolution without further action of the Board of Directors.

Section 6. All other paragraphs of Section 112.061, Florida Statutes, shall remain in effect regarding per diem and travel expenses of public officers, employees, and authorized persons of the Authority.

Duly passed on this Second day of February 2018 by the Board of Directors of the Peace River Manasota Regional Water Supply Authority in Arcadia, Florida.

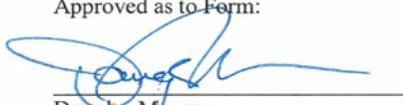
Attest:

  
Patrick J. Lehman  
Executive Director

Peace River Manasota Regional  
Water Supply Authority

  
Commissioner  
Chairman

Approved as to Form:

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

**BOARD APPROVED**

FEB - 2 2018

**Peace River Manasota**  
Regional Water Supply Authority