

**PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY
REQUEST FOR CONSULTANT STATEMENT OF QUALIFICATIONS
for
FILTER COVER PROJECT CONSTRUCTION PHASE SERVICES**

The Peace River Manasota Regional Water Supply Authority (Authority) is requesting ‘Statement of Qualifications’ (SOQ) from consultants (Consultant) for the purpose of providing professional engineering services to perform and complete the project known as the ‘Filter Cover Project Construction Phase Services’ (Filter Covers Project). The work effort will require multi-disciplinary expertise including engineering, architectural, surveying, materials testing and construction management and inspection services.

The Project is located at 8998 SW County Road 769, Arcadia, FL 34269. The Filter Covers Project was designed and permitted by the design engineer-of-record TKW Consulting Engineers, Inc. and the Authority is now soliciting services of a successor engineer to complete construction phase services for the Filter Covers Project. The Project involves construction of a cover system to exclude airborne debris from twenty-six (26) water treatment plant filters. The cover system will consist of an aluminum structural framework with impervious roof panels, removable fiberglass side screen panels, associated access doors, the covering of selected chlorine contact chambers, the rerouting of selected electrical and communication lines, updates to external luminaries, and some electrical grounding work. These improvements will collectively increase operational flexibility, provide improved personnel safety, and enhance factors of safety associated with treatment efficacy.

An information packet containing details of the Filter Covers Project and the SOQ submittal requirements may be downloaded by visiting the Authority’s website (www.regionalwater.org). If encountering any difficulties obtaining the necessary documents, contact Rachel Kersten at RKersten@regionalwater.org, or by calling 941-316-1776. Questions regarding this Request for SOQ must be directed by email to Ann Lee at Alee@regionalwater.org no later than 5:00 P.M. EST on March 8, 2019. All responses to questions and addenda, if applicable, will be posted on the Authority website.

Consultant selection will be in accordance with section 287.055, Florida Statutes, the Consultants Competitive Negotiation Act, and the Authority’s Procurement Policy (adopted December 5, 2018 or latest revision). Consultants desiring to provide these professional services to the Authority must submit six (6) paper copies (one copy shall be unbound) and six (6) electronic PDF copies of their SOQ in accordance with the requirements contained in the information packet to the attention of Patrick J. Lehman, Executive Director, at the address below no later than 1:00 p.m. Eastern Standard Time on March 21, 2019:

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

Dated this 5th day of February, 2019

Patrick J. Lehman, Executive Director

Peace River Manasota Regional Water Supply Authority

PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY

INFORMATION PACKAGE

for

PROFESSIONAL ENGINEERING SERVICES

for the

FILTER COVERS PROJECT CONSTRUCTION PHASE SERVICES

REQUEST FOR STATEMENT OF QUALIFICATIONS

The Peace River Manasota Regional Water Supply Authority (Authority) is requesting 'Statement of Qualifications' (SOQ) from consultants (Consultant) to perform and complete construction phase services (Filter Covers Project) associated with the construction of a cover system to exclude airborne debris from twenty-six (26) water treatment plant filters. The cover system will consist of an aluminum structural framework with impervious roof panels, removable fiberglass side screen panels, associated access doors, the covering of selected chlorine contact chambers, the rerouting of selected electrical and communication lines and updates to external luminaries. These improvements will collectively increase operational flexibility, provide improved personnel safety and enhance factors of safety associated with treatment efficacy.

AUTHORITY BACKGROUND

The Authority is an independent special district of the State of Florida, created and existing pursuant to Chapter 373, Florida Statutes, and Section 163.01, Florida Statutes. The Authority is comprised of Charlotte, DeSoto, Manatee, and Sarasota Counties. The Authority was created for the purpose of developing, storing, and supplying water for county and municipal purposes in such a manner as will give priority to reducing adverse environmental effects of excessive or improper withdrawals from concentrated areas. The Authority is required to acquire, design, secure permits, construct, operate, and maintain facilities in locations and at the times necessary to insure that an adequate water supply will be available to all citizens within the Authority's boundaries.

The Authority owns and operates the Peace River Facility, a 51 million gallon per day (mgd) conventional surface water treatment facility located on Kings Highway in southwestern DeSoto County (treatment facility). The treatment facility was constructed in the late 1970's and has undergone expansion and rehabilitation projects several times over the years. The treatment facility includes a total of four (4) separate treatments plants on the same site, each of which can be operated independently of the others. Production at the treatment facility is coordinated to meet daily needs. The treatment facility includes twenty-six (26) individual declining rate, multimedia water filters in various sizes and configurations.

The treatment facility is supported by a 120 mgd intake pump station on the Peace River, a 6.5 billion gallon off-stream raw water storage system, and twenty-one (21) aquifer storage and recovery wells. The Authority's regional distribution system also includes approximately seventy (70) miles of large-diameter drinking water transmission system pipelines and associated remote pumping stations and finished water storage tanks in several counties.

SCOPE OF SERVICES

The Consultant will provide all engineering, architectural, materials testing, surveying, construction management, and inspection services for the Filter Covers Project to be built at the Peace River Facility. The Filter Covers Project has been designed and permitted by the design engineer-of-record, TKW Consulting Engineers Inc. The Authority is currently soliciting bids from contractors for the construction of the Filter Covers Project through a separate procurement solicitation (Contractor Solicitation) and is concurrently soliciting for the services of a Consultant to provide engineering services for the construction phase of the Filter Covers Project. Specific areas of responsibility will include, but not be limited to, the following:

- Coordinate and issue Notice to Proceed to Contractor (the contractor that is selected and contracted for the provision of services pursuant to the Contractor Solicitation).
- Plan, coordinate, and conduct project meetings with Contractor and/or Authority Staff including development and distribution of meeting minutes.
- Review and processing of Contractor pay requests including verification of stored materials.
- Technical submittal review, processing, and tracking using online tools to facilitate and accelerate this process.
- Review of the drawings and specifications as necessary to respond to Requests for Information/Clarification by Contractor.
- Work with the Contractor to identify, schedule, and coordinate any necessary facility downtime required by the work including relocation of electrical and communications feeds as well as external luminaries.
- Interface with Authority staff for all utility locates and to identify and trace wires and fibers, as may needed.
- Various materials testing needs as required.
- Work change directive development, coordination, and negotiation.
- Change order development, coordination, and negotiation.
- Periodic construction inspection to confirm professional and workmanlike standards are being met by tradesmen and to insure the site is being kept in an orderly, neat, and clean appearance.
- Pre-pour slab inspections to verify rebar schedule and placement, any associated conduits to be embedded, quality and condition of formwork and that any anchor bolt placement templates are properly secured and positioned.
- Coordinate with Contractor for material deliveries to avoid impacts to Authority operations while maintaining security protocols.
- Take digital photographs of the work as it progresses as well as any trenches dug before they are filled/covered and the work is concealed from view.
- Quality control verification that items delivered meet specifications approved.
- Interface with and accompany regulatory agency personnel on any site inspections.
- Review and analysis of Contractor schedule submittals.
- Review and analysis of any Contractor claims, including weather-related claims.
- Periodic review of Contractor as-built information.
- Survey work as needed to establish benchmarks, re-establish benchmarks that may

become destroyed during the course of the work and surveying to verify Contractor grades, slopes, and as-built information.

- Coordinate walk-through inspections and development and management of punch list items related to closeout procedures.
- Coordinate and issue certificates for Substantial Completion and Final Completion to Contractor.
- Manage and consolidate warranty certificates in a notebook with appropriate start and expiration dates.
- Develop a final reconciliatory change order.
- Preparation of final Record Drawings.

BACKGROUND MATERIALS

The documents listed below for the Filter Covers Project are available for downloading by visiting the Authority's website at www.regionalwater.org. These items are also available for review at the Authority's Administrative Office at 9415 Town Center Parkway, Lakewood Ranch, Florida 34202 (if interested - please contact Rachel Kersten for appointment 941-316-1776).

1. Technical Memorandum on the Peace River Facility (PRF) Design Improvements to Maximize CT Credit, dated June 2017.
2. Filter Covers Project Plans and Specifications – Bid Documents Package from the Contractor Solicitation.
3. FDEP Construction Permit Number 78714-022-WC, dated September 19, 2018.

GENERAL PROJECT SCHEDULE

A summary schedule for this Project is presented below. Dates may be changed at the discretion of the Authority.

<u>Milestone</u>	<u>Expected Date of Completion</u>
(1) Advertise for Consultant SOQ	02/05/2019
(2) Final Date for Questions	03/08/2019
(3) SOQ Submittals Due to the Authority	03/21/2019
(4) PSEC ^(a) Meeting to consider Consultant rankings	03/26/2019
(5) Consultant Selection ^(b)	05/29/2019 (earliest date)

(a) PSEC = Professional Services Evaluation Committee. All PSEC meetings are publicly noticed.

(b) The PSEC's Consultant ranking and a recommendation to negotiate a contract, scope, and fee for the Filter Covers Project will be presented to the Executive Director for consideration, the Executive Director will then subsequently seek concurrence from the Authority Board of Directors (Board) on the selection, and also seek authorization from the Board to develop a contract and work order, both of which will be submitted to the Board for consideration and approval. Proof of insurance from the selected Consultant

that meets the requirements of the Agreement is required at the time of Board's approval of the selection.

The Authority reserves the right to delay scheduled dates if determined to be in the best interest of the Authority. Any changes, delays, or addenda related to this Request for SOQ will be sent to all parties registered as having downloaded documents pertaining to the original Request for SOQ through the Procurement Interface on the Authority's website or have received the original Request for SOQ electronically from Rachel Kersten.

SCRUTINIZED COMPANIES

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

CONSULTANT SELECTION PROCESS

Consultant selection shall be in accordance with the Section 287.055, Florida Statutes, and Consultants Competitive Negotiation Act, and the Authority's Procurement Policy (adopted December 5, 2018 or latest revision). The Authority's Procurement Policy can be viewed in its entirety on the Authority's website at www.regionalwater.org refer to Section 5.4. A copy of the Authority's standard professional services contract form is included in this information package. The professional services contract contains minimum insurance requirements that must be satisfied for the contract to be executed by the Authority. The contents of the SOQ of the successful Consultant will be incorporated into a written agreement in terms acceptable to the Authority at its absolute discretion. By submitting a SOQ, Consultant agrees to all the terms and conditions of this Request for SOQ and those included in the Authority's standard professional services contract. If Consultant desires to propose a change to a term or condition of this Request for SOQ or the Authority's standard professional services contract, Consultant must submit its request by submitting a question as provided for below.

After issuance of this Request for SOQ, prospective Consultants or their agents, representatives or persons acting at the request of such Consultant are prohibited from contacting members of the Authority's Board of Directors and Executive Director or any member of a selection or negotiation committee concerning this issue until after the final recommendation is presented to the Board of Directors for approval or when the solicitation has been canceled or terminated. Any questions concerning this Request for SOQ must be presented in writing via email to Ann Lee, Finance & Administration Manager, at ALee@regionalwater.org no later than 5:00 p.m. Eastern Standard Time on March 8, 2019. **Consultants are responsible to review the**

Authority’s website for the Authority’s responses to any questions timely submitted.

STATEMENT OF QUALIFICATIONS MINIMUM REQUIREMENTS

Each SOQ must include the following:

1. Legal name, address, phone number and email of Consultant;
2. Principal office locations of submitting Consultant and any proposed partners/sub-consultants;
3. Legal form of company, i.e. partnership, corporation, joint venture, (if joint venture, identify the members);
4. Copy of Florida Professional Licenses as applicable (business and/or individual);
5. Qualifications and professional experience for Consultant’s “Project Manager” who is proposed to serve as point of contact for any and all work assigned by the Authority;
6. Qualifications and professional experience of other key personnel who will be assigned to conduct project services listed within the Scope of Services, and the location of the office to which they are assigned;
7. Description and examples of projects completed by Consultant relating to the project service areas listed above, including budget and completion time information;
8. Current and projected workloads for proposed key staff during proposed project timeframe;
9. Disclosure of whether Consultant currently represents Charlotte, DeSoto, Manatee, and Sarasota counties, and the City of North Port (Customers), in any way;
10. Disclosure of any litigation Consultant is involved in against any of the Authority Customers (listed above), either directly or retained for testimony and expertise on behalf of any other entity in litigation against the Authority or any of its Customers;
11. List of three (3) clients that are Florida public entities the Authority can contact as references with respect to Consultants work performance on projects similar to the Filter Covers Project; and
12. Required forms:
 - Key Personnel Form (below);
 - Signed Sworn Statement under Section 287.133(3)(a), Florida Statutes, on Public Entity Crimes (below); and
 - Reference Forms.

For minimum requirements Nos. 5 and 6, Consultant shall identify if the Project Manager or key personnel are a leased or contracted employee or employed with a subconsultant/contractor.

Costs shall not be submitted with the SOQ as fee schedules will be negotiated after the selection of the Consultant. Two or more Consultants may combine for the purpose of responding to this Request for SOQ providing that one Consultant is designated as the “Prime” Consultant and the other as a subconsultant and that the SOQ was made without collusion and is in all respects, fair and in good faith.

The SOQ shall be limited to no more than twelve (12) one-sided pages for all requested information described herein with the following exceptions: Required forms (listed in Item 12)

above; front and back SOQ covers; transmittal letter; and section dividers are excluded from the total 12-page count. All pages shall be standardized 8 ½ x 11 inches in size, margins not less than 1-inch, standard black text and minimum 12-point font size.

Consultants desiring to provide these professional services to the Authority must submit six (6) paper copies (one (1) copy shall be unbound) and six (6) electronic PDF copies of their SOQ in accordance with the requirements contained in the information package to:

Patrick J. Lehman, Executive Director
 Peace River Manasota Regional Water Supply Authority
 9415 Town Center Parkway
 Lakewood Ranch, Florida 34202
 (941) 316-1776

A Consultant’s SOQ must be received no later than **1:00 p.m. Eastern Standard Time on March 21, 2019**. It is the Consultant’s responsibility to assure that its SOQ is delivered to the Authority prior to the above deadline. Late submittals will not be opened or considered. SOQs that are incomplete, conditional, obscure, or do not conform to the requirements contained in this Request for SOQ may be deemed nonresponsive at the sole option of the Authority. The Authority reserves the right to reject all responses and not grant any award resulting from this Request for SOQ. If awarded, no contract will be formed between the Consultant and the Authority until an agreement is executed by both parties.

Upon submittal of its SOQ, the Consultant agrees to be bound by all terms and conditions of the SOQ. Neither the Authority nor its representatives will be liable for any expenses incurred in connection with preparation of a response to this Request for SOQ.

PROPOSAL EVALUATION CRITERIA

The following factors, with the weighting indicated, will be used to evaluate proposals:

Criteria	Weighting
1. Consultant (team) Competence/Qualifications	20 points
2. Consultant (team) Experience on Similar Projects	20 points
3. Project Manager Qualifications and Experience	40 points
4. Consultant staff resources availability	10 points
5. Consultant (team) past record on Authority Projects	5 points
6. <u>Office Proximity to Authority Service Area</u>	<u>5 points</u>
TOTAL	100 points

KEY PERSONNEL
for
PROFESSIONAL SERVICES
FOR THE FILTER COVERS PROJECT CONSTRUCTION PHASE SERVICES

The Consultant's proposed Project Manager, project team, and key personnel are to be indicated below. Each person must be identified with their job classification, area of expertise, and work location. If Project Manager or key personnel are not employees of the Consultant, please also indicate within the Office Location column.

<u>Person's Name</u>	<u>Job Classification</u>	<u>Area of Expertise</u>	<u>Office Location</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
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_____	_____	_____	_____
_____	_____	_____	_____

SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(a),
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY by _____
(Print individual's name and title)

for _____
(Print name of entity submitting sworn statement)

whose business address is _____

and (if applicable) its Federal Employer Identification Number (FEIN) is _____
(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____).

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid, proposal, reply, or contract for good or services, any lease for real property, or any contract for the construction or repair of a public building or public work, involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

a) A predecessor or successor of a person convicted of a public entity crime; OR

b) An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

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

6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. **(Indicate which statement applies.)**

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

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

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

I UNDERSTAND THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES, FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

(Signature)

STATE OF _____

COUNTY OF _____

Sworn to and subscribed before me this _____ day of _____, 2019. Personally known

_____ OR produced identification _____.
(Type of Identification)

Notary Public
Name (Printed) _____

My commission expires _____.

(Printed typed or stamped Commissioned name of Notary Public)

**AGREEMENT FOR PROFESSIONAL SERVICES RELATED TO THE
FILTER COVERS PROJECT CONSTRUCTION PHASE SERVICES**

The Agreement is made this ____ day of _____, 2019 (“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 “Consultant”, whose address is _____.

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 must periodically implement projects to maintain, assess, inspect, evaluate, repair and upgrade its various existing facilities, permits, systems and data, as well as at times to investigate, analyze or assess new projects, and construct buildings and related systems necessary to support its operations; and

WHEREAS, the Authority commissioned the design and permitting of the Filter Covers Project, which involves construction of a cover system to exclude debris from twenty-six (26) water treatment plan filters, including an aluminum structural framework with impervious roof panels, removable fiberglass side screen panels, associated access doors, the covering of selected chlorine contact chambers, the rerouting of selected electrical and communication lines, updates to external luminaries and some electrical grounding work all of which will collectively increase

operational flexibility, provide improved personnel safety, and enhance factors of safety associated with treatment efficacy; and

WHEREAS, the Authority solicited bids for the construction of the Filter Covers Project; and

WHEREAS, the Authority has selected Consultant in accordance with the Authority's Procurement Policy to provide Professional Services; and

WHEREAS, Consultant desires to perform and complete Professional Services associated with the Filter Covers Project for 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. "Fee Schedule" – Schedule showing billing rates for Consultant's various personnel classifications that serves as a basis for budget development on tasks within the Scope of Services, and which is included as Exhibit "A" in the Agreement.
- C. "Professional Services" – Services to be provided by Consultant to the Authority generally consisting of engineering, architectural, surveying, materials testing, construction management and oversight, and any other professional services required as the successor engineer for the planned Filter Covers Project.

- D. “Project” – The Filter Covers Project, which will, at a minimum, result in complete and successful construction of cover systems to exclude airborne debris from twenty-six (26) water treatment plant filters and associated chlorine contact chambers. Ancillary work will be needed to reroute selected electrical and communications feeds, update external luminaries and improve the electrical grounding system.
- E. “Scope of Services” – The Professional Services to be provided by the Consultant, which includes specific tasks and duties as included in Exhibit “A” to be conducted by Consultant within a pre-determined timeframe for a specified fee related to the development and completion of the Project, which includes data collection, studies, analysis, interpretation, design, meetings and other such efforts required to complete the Project.
- F. “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.
- G. “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.

SECTION 2. ENGAGEMENT OF CONSULTANT

The Authority hereby agrees to engage Consultant, and Consultant hereby agrees to perform Professional Services as directed by the Authority. Key personnel and subconsultants/contractors shall not be assigned to or removed from the Project by Consultant without the prior written approval of the Authority. Both parties agree that replacement of key

personnel and subconsultant/contractors must be with equal or more qualified persons, and must be approved by the Authority before a new member works on a Project.

SECTION 3. SCOPE OF SERVICES AND THE CONSULTANT'S RESPONSIBILITY

Consultant shall complete the Scope of Services (see Exhibit "A"), which includes the Project's objective, Professional Services tasks, staffing, performance schedule, and estimated costs. Consultant shall proceed and furnish the Scope of Services upon authorization by the Authority. Any modification to the Scope of Services must be approved in writing by the Authority. In addition to the Professional Services set forth in the Scope of Services, the Consultant shall perform the following:

- A. Consultant shall secure at its own expense, all personnel, facilities, and equipment required to perform the services necessary to complete the Scope of Services.
- B. Consultant shall maintain an adequate and competent professional staff appropriately certified/licensed and operating within the State of Florida.
- C. Consultant shall designate in writing a single representative with whom the Authority shall coordinate the Scope of Services tasks, which shall be the Project Manager listed in the Statement of Qualifications incorporated into this Agreement pursuant to Section 7, unless otherwise revised in accordance with Section 2. This representative shall have the authority to transmit instructions, receive information, and interpret and deliver Consultant's policies, opinions and decisions related to the Scope of Services.
- D. Consultant shall secure all licenses or permits required by law for the completion of the Scope of Services 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 such services.

- E. Consultant shall, at all times, keep the Authority advised as to the status of the Project 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 Consultant at any reasonable time for purposes of inspection.
- F. Consultant shall cooperate with other consultants, construction contractors, 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 Consultant 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. Consultant shall make all documents and data available to the Authority or its designated auditor. Consultant may have the audit reviewed by Consultant's auditor at Consultant's expense.

SECTION 4. THE AUTHORITY'S RESPONSIBILITY

Except as otherwise provided in the Scope of Services, 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 Scope of Services. The Executive Director shall have complete authority to authorize changes to the Scope of Services; transmit instructions; receive information; approve invoices and authorize payments thereon; and interpret and define Authority's policies and decisions with respect to materials, elements, sub-consultants, key personnel and systems pertinent to Consultant's services.

- B. To provide, within a reasonable time from request of Consultant, 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 Consultant in performance of their duties, and to provide full information regarding requirements of the Project and the Scope of Services, 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 Consultant's services.

SECTION 5. TIME OF PERFORMANCE

Consultant shall commence providing services in the Scope of Services upon receipt of a Notice to Proceed and shall satisfactorily complete such services for the Scope of Services within the established schedule.

SECTION 6. COMPENSATION

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

- A. Compensation shall be established based on the Fee Schedule and tasks included in the Scope of Services, both of which are included in Exhibit "A". Final payment will be subject to successful completion of the Scope of Services in accordance with the terms of this Agreement. The Fee Schedule in Exhibit "A" may be adjusted based upon written approval by the Executive Director.
- B. The fair and reasonable expenses of the Consultant 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 Consultant for the Authority relating to the provision of Professional Services, and agreed to by the Authority's Executive Director. Expenses, which may be incurred by the Consultant 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 "B", Authority Resolution 2018-01 *Resolution Establishing Per Diem and Travel Expenses*. This paragraph supersedes any conflicts that may occur with Exhibit "A".

- C. Consultant 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 task from the Scope of Services. All invoices shall be on a calendar month basis. Invoices must be submitted to the Executive Director by the 20th day of the month for services completed the previous month. Payment shall be made in accordance with paragraph A from the date when it is stamped as received by the Authority unless payment is not approved by the Executive Director pursuant to 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.
- D. The Authority reserves the right to withhold payment to Consultant for failure to perform services in accordance with the provisions of the Agreement and the Authority shall promptly notify Consultant if any invoice or report is found to be unacceptable and will specify the reasons therefore.
- E. Consultant 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. Consultant'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 Consultant 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 Consultant or its affiliates to the Authority against any payments due the Consultant 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. Consultant's _____ 2019 Statement of Qualifications,
- B. Fee Schedule and Scope of Services, attached hereto as Exhibit "A",
- C. Authority Resolution 2018-01 *Resolution Establishing Per Diem and Travel Expenses*, (or latest revision) attached hereto as Exhibit "B",
- D. Certificate of Insurance, attached hereto as Exhibit "C", and
- E. Any written amendments, modifications, 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 "B", then to Exhibit "A", as they may be amended.

SECTION 8. DOCUMENTS AND DATA

- A. Consultant will provide the Authority with any and all reports, models, studies, record drawings, maps or other documents resulting from the Project and Scope of Services at no cost to the Authority. Additionally, an electronic and hardcopy set of any final reports must be submitted to the Authority at no cost to the Authority unless additional copies beyond those deliverables identified in the Scope of Services are requested. In the case of additional requested copies, the supplemental cost for such deliverables will be negotiated on a case by case basis in advance of authorization to commence production. All original documents prepared by Consultant are instruments of service and shall become 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 Consultant without written permission of the Authority. Consultant will provide the Authority with reproducible copies of all reports and other documents. Copies of electronic media used to store data shall be provided to the Authority in a format suitable for hard copy print out. Reports, record drawings, documents and maps obtained from other agencies in the course of executing the Project shall be considered the property of the Authority and will be delivered by Consultant to the Authority upon the Authority's request and/or completion of the Project and Scope of Services.
- B. The documents, drawings, technical data and working papers obtained or generated under the Agreement shall be maintained by Consultant 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. Consultant shall deliver to the Authority, at no cost, copies of such documents or reports obtained or generated under the Agreement.

- C. All tracings, plans, specifications, maps, plats, evaluations, reports 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. Consultant 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 related to the Project or Scope of Services pursuant to the Agreement, or use of incomplete materials obtained from Consultant by the Authority shall be made at the risk of the Authority and made without liability to Consultant. However, this does not constitute a disclaimer of the professional competency of the original work as used within the Project and Professional Services.
- D. All final plans, reports and/or such other documents that are required by Florida Law to be endorsed and are prepared by Consultant in connection with the Project or Scope of Services shall bear the certification of a person in the full employment of Consultant or duly retained by Consultant and duly licensed and with current registration in the State of Florida in the appropriate professional category.
- E. Consultant shall make any patentable product or result of the Scope of Services and all information, design, specifications, data, and findings available to the Authority. No material prepared in connection with the Project will be subject to copyright by Consultant. The Authority shall have the right to publish, distribute, disclose and otherwise use any material prepared by Consultant pursuant to this Agreement. Any use of materials or patents obtained by the Authority under the Agreement for any purpose not within the Project or Scope of Services 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 the Project or Scope of Services. At the Authority's discretion, whenever any renderings, photographs of renderings, photographs of model, or photographs of the Project are released by the Authority for publicity, proper credit for shall be given to Consultant, 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 Project and Scope of Services, Consultant agrees to provide the Authority with copies of any additional materials in its possession resulting from the performance of the Scope of Services at no cost. However, this provision shall not be considered a waiver of any claim of attorney/client privilege to which Consultant is entitled.
- G. Consultant shall not publish, copyright, or patent any of the data furnished or developed pursuant to the Scope of Services without first obtaining the Authority's written consent.
- H. Consultant shall comply with the provisions of Chapter 119, Florida Statutes (Public Records Law). In addition to this Agreement's requirements and as required by Section 119.0701(2), Florida Statutes, the Consultant 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 Consultant 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 Subsection 119.071(3)(b), Florida Statutes, 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 Subsection 119.07(1), Florida Statutes, and Subsection 24(a), Article I of the State Constitution. Information made exempt by Subsection 119.071(3)(b), Florida Statutes, 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. Consultant agrees to include the above provision in all agreements with subcontractors that are related to the Consultant's performance under this Agreement, and to which the provisions of Chapter 119, Florida Statutes, also apply. Consultant 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

Consultant shall perform and complete the Scope of Services 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. CONSULTANT'S ACKNOWLEDGEMENTS AND REPRESENTATIONS

Consultant acknowledges and explicitly represents to the Authority the following:

- A. Consultant is duly authorized to conduct business in the State of Florida.
- B. In connection with the services to be performed under the Agreement, Consultant 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. Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, sex, handicap, disability, marital status or national origin. Consultant will obtain and maintain all permits and licenses necessary for its performance under this Agreement.
- C. Consultant 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 provided for within the Scope of Services may interface with work performed by others; and
 3. Authority may suffer financial loss if the services are not completed within the time periods set forth in the Scope of Services, or any extensions thereof.
- D. Consultant 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 Consultant's performance of the Agreement.
- E. Consultant 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 Consultant.
- F. Consultant shall obtain and review all information and data that relates to the Scope of Services or which Consultant 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 Consultant's services provided pursuant to the Agreement.
- G. Consultant recognizes and acknowledges that the time for the performance of the services within the Scope of Services is of the essence.

SECTION 11. SUSPENSION OF PROJECT – EXTRA SERVICES

- A. The Authority shall have the absolute right to terminate or suspend the Consultant's provision of any services, or amend the Scope of Services upon mutual agreement, 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 the Scope of Services by the Authority, and amendments to the Scope of Services, shall be in writing.
- B. If Consultant is of the opinion that any service the Authority directs it to perform substantially increases the services of Consultant beyond the original Scope of Services ("Extra Services"), Consultant 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 Consultant 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 Consultant negotiated by the Authority and Consultant based upon the provisions of Section 6 above.
- C. In the event the provision of services is entirely or partly suspended, delayed, or otherwise hindered by any cause whatsoever, Consultant 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, as the Authority may decide however such extension shall not operate as a waiver of any other rights of the Authority. Upon resumption of the provision of services, Consultant shall resume its service until the Scope of Services is completed, and the time

for completion of the services, which were suspended, shall be extended for the duration of the suspension.

- D. If, in the opinion of the Authority, the progress of the Scope of Services during any period is substantially less than the amount that is necessary to meet the Project schedule, the Authority may require Consultant to take whatever action is necessary, in the opinion of the Authority, to put the Project back on schedule. Such action shall not constitute Extra Services unless the delays were caused by circumstances beyond the control of Consultant or its agents, employees or subcontractors.
- E. In the event of claims by others against the Authority in connection with the provision of services, the Consultant 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 Consultant, its agents, employees, or subcontractors to comply with the terms and conditions of the Agreement or otherwise perform their duties under this Agreement.
- F. If Authority requires Consultant to assist with an audit of Project costs, such assistance shall not be considered Extra Services.

SECTION 12. SUBCONTRACTORS

Consultant shall not subcontract, assign, or transfer the Agreement or any services specifically authorized in the Agreement without the prior written consent of the Authority, which consent may be withheld in the Authority's sole discretion. Consultant shall be solely responsible for the employment, direction, supervision, compensation and control of any and all subcontractors, consultants, experts or other persons employed by Consultant. Consultant shall cause all subcontractors, consultants, experts or other persons employed by Consultant to abide by the

terms and conditions of the Agreement and all applicable law as their services affect the Authority. Consultant shall not permit any subcontractor, supplier or other person or organization to perform 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 Consultant.

SECTION 13. INDEPENDENT CONTRACTOR

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

SECTION 14. INSURANCE

- A. The Consultant 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 Consultant, its employees or agents and must conform to the following minimum requirements:

1. Workers Compensation. Coverage must apply for all employees and statutory limits in compliance with the applicable state and federal laws. In addition, the policy must include the following:
 - a. Employer's Liability with a minimum limit per accident in accordance with statutory requirements.
 - b. Notice of Cancellation and/or Restriction. The policy must be endorsed to provide Authority with thirty (30) days written notice of cancellation and/or restriction.

2. Commercial or Comprehensive General Liability. Coverage must include:
 - a. \$1,000,000.00 combined limit per occurrence for bodily injury, personal injury and property damage.
 - b. Contractual coverage applicable to this specific contract, including any hold harmless and/or indemnification agreement, broad form property damage, explosion, collapse, and underground hazard coverage and independent 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.

4. Professional Liability. Coverage must include:
 - a. Minimum limit of \$1,000,000.00 per occurrence or claim of malpractice, negligence, error and omissions.
 - b. Minimum limit of \$1,000,000.00 in the aggregate for claims of malpractice, negligence, error and omissions.

- c. 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. 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. Consultant shall provide the Authority with financial information concerning any self-insurance fund insuring Consultant. At the Authority's option, self-insurance fund financial information may be waived.
- E. All the policies of insurance so required of Consultant, 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 Consultant 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. Consultant 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 Consultant hereunder. Consultant 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 Consultant'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 Consultant by certified mail. Consultant 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 Consultant may be observing the correction, removal or replacement of defective work.
- J. Professional liability insurance shall continue in force until the end of the fifth (5th) 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 (5th) calendar year.
- K. Consultant shall, upon request by the Authority, deliver to the Authority a copy of each insurance policy purchased by Consultant.
- 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 consultants, directors, officers,

employees, representatives or agents. Nothing contained in these insurance requirements is to be construed as limiting the liability of Consultant or Consultant'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 Consultant's obligations under the Agreement, including any indemnity or hold harmless provision.

N. Consultant shall require each of its subcontractors, suppliers and other persons or organizations working for Consultant to procure and maintain, until the completion of that party's services, insurance of the types and in the coverage amounts required to be carried by Consultant 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 Consultant, unless such party is a licensed professional. The preceding sentence does not preclude Consultant for requiring such insurance. Consultant shall be responsible for ensuring all of its subcontractors, suppliers and other persons or organizations working for Consultant in connection with the Project comply with all of the insurance requirements contained herein relative to each such party. The Consultant must obtain Certificates of Insurance from any subcontractor otherwise the Consultant must provide evidence satisfactory to the Authority that coverage is afforded to the subcontractor or by the Consultant's insurance policies.

SECTION 15. INDEMNIFICATION OF THE AUTHORITY

Consultant 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, as a result of any negligent or reckless act or omission or any intentional wrongful conduct of Consultant and other persons employed or utilized by the Consultant in performance of the Agreement. The execution of the Agreement by Consultant shall obligate Consultant to comply with the foregoing indemnification provision; however, the obligations of insuring this indemnification must also be complied with as set forth in Section 14 herein.

SECTION 16. TERM OF AGREEMENT

The term of this Agreement is for the duration of the Project or a period of three (3) years from the Effective Date whichever comes first, unless terminated pursuant to the provisions of this Agreement.

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 Consultant. Termination will be effective on the date provided in the notice. In the event of termination under this section, the Consultant 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, and are allowed under this Agreement. If the Agreement is so terminated, Consultant 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 Consultant.
- B. In the event the Agreement should be terminated by Authority or Consultant, the duties and obligations of Consultant 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 Documents and Data;
3. Section 14(J), regarding Professional Liability Insurance;
4. Section 15, regarding Indemnification of the Authority;
5. Section 17, regarding Termination of Agreement by the Authority/Survival;
6. Section 18, regarding Default/Remedies;
7. Section 21, regarding Truth-In-Negotiations/Public Entity Crimes Affidavit;
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. In addition, the initiation, either by Consultant or against Consultant, of proceedings in bankruptcy, or other proceedings for relief under any law for the relief of debtors, or Consultant becoming insolvent, admitting in writing its inability to pay its debts as they mature or making an assignment for the benefit of creditors shall constitute a default by Consultant 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 Consultant 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 Consultant's failure to timely comply with any obligation in this Agreement 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 Consultant. Additionally, the Authority shall 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 Consultant's obligations shall not be construed as the Authority's waiver of any other obligations of the Consultant.

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.

SECTION 20. PROHIBITION AGAINST CONTINGENCY FEES

Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Consultant to solicit or secure this Agreement and that Consultant has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for Consultant, 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. Consultant 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 any additions to Exhibit “A” shall be adjusted to exclude any significant sums by which the Authority determines the Agreement Fee Schedule or Scope of Services 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 Subsections 287.133(2) and (3), Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for Category Two, for a period of thirty-six (36) months following the date of being placed on the convicted vendor list. By signing this Agreement, Consultant 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. Consultant further agrees to notify the Authority if placement on either of these lists occurs.

SECTION 22. SUCCESSORS AND ASSIGNS

Except as otherwise provided in this Agreement, Consultant 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

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

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 Consultant shall fully perform the Scope of Services in accordance with the Authority's written instructions and may claim additional compensation. The Consultant is under a duty to seek clarification and resolution of any issue, discrepancy, or dispute by submitting a formal request for additional compensation, schedule adjustment or other proposed 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 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 Manatee County, Florida, and if in federal court, shall be exclusively in 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

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

SECTION 29. 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: Patrick J. Lehman, Executive Director

If to the Consultant:

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

SECTION 30. EXTENT OF AGREEMENT

- A. The Agreement represents the entire and integrated agreement between the Authority and Consultant and supersedes all prior negotiations, representations or agreement, either written or oral for services under a blanket agreement of this nature. This Agreement in not 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 Sections 6 and 11 hereof, the Agreement may only be amended, supplemented, modified, changed or cancelled by a written instrument duly executed by both parties.
- C. Consultant shall cooperate with the Authority in making any reasonable changes to the Agreement.

EXHIBIT A
(Consultant Fee Schedule and Scope of Services)

EXHIBIT B

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.

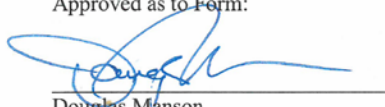
Attest:


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

EXHIBIT C
(Certificate of Insurance)