



**Request for Proposals:
As-Needed Electrical Contractor Services**

May 15, 2026

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Section 1 Overview

1.1 Project Description

The Peace River Manasota Regional Water Supply Authority ("Authority") is requesting proposals from firms to provide as-needed electrical services for various projects as needed under a continuing contract as defined in section 287.055(2), Florida Statutes. The types of electrical services sought generally include, but are not limited to: maintenance, repair, renovation, replacement or enhancement of existing industrial electrical systems associated with the Authority's drinking water treatment, storage, and transmission facilities.

Specific examples of electrical services are: lightning (120 volt to 480 volt AC), installing and servicing MCC's (panels, conduit & complete wiring), Megger & Hi-Pot testing of electrical conductors, installation and disconnects of electrical services, installation and testing of control wiring, service of electrical breakers and switches (120 volt to 25,000 volt), motor and transformer testing, infrared inspections, and power quality analysis and planning.

Respondents should be appropriately licensed and be able to self-perform services related to the as-needed electrical services.

1.2 Authority Background

The Authority is a regional water supplier that provides wholesale drinking water in Charlotte, DeSoto, Manatee and Sarasota Counties. The Authority is an independent special district of the State of Florida, created and existing under Sections 163.01, and 373.713, Florida Statutes.

The Authority currently owns and operates the Peace River Facility, a 51 million gallon per day ("MGD") conventional surface water treatment facility on Kings Highway in DeSoto County. The treatment plant is supported by a 120 MGD intake on the Peace River, a 6.5 billion gallon off-stream raw water storage system, and 21 aquifer storage and recovery wells. The Authority's regional system also includes approximately one hundred (100) miles of large diameter potable water transmission system pipelines and associated remote pumping stations and potable water storage tanks in several counties.

1.3 Solicitation Documents

This Request for Proposals ("RFP") includes all attachments listed below. A copy of this RFP may be obtained at no charge by visiting the Authority's website (www.regionalwater.org) or by contacting Rachel Kersten at peacriver@regionalwater.org or by calling (941) 316-1776. The Authority may also use DemandStar/OpenBids, a third-party provider, to distribute this solicitation. Visit the DemandStar/OpenBids website (www.demandstar.com) for more information regarding this service. Participation in the DemandStar/OpenBids system is not a requirement for doing business with the Authority. In this document, the terms "RFP" and "solicitation" have the same meaning.

The Authority has no responsibility for the accuracy, completeness, or sufficiency of any information obtained from any source other than as listed above. Persons who obtain information from any source other than as listed above may receive incomplete or inaccurate information and may not receive addenda or other revisions that may be issued.

The following attachments are included in this solicitation:

Attachment 1 – Signature and Addenda Acknowledgement Form

Attachment 2 – Reference Form

Attachment 3 – Project Manager/Key Personnel Form

Attachment 4 – Fee Schedules

Attachment 5 – Public Entity Crimes Statement

Attachment 6 – E-Verify Affidavit

Attachment 7 – Human Trafficking Affidavit

Attachment 8 - Contract for Continuing Services including Insurance Requirements

1.4 Questions and Communications

For all inquiries concerning this solicitation, respondents may only contact the Authority by electronic mail at procurement@regionalwater.org using "**Question: Electrical Contractor Services RFP**" as the subject line. Questions must be submitted on or before the deadline listed in the Procurement Schedule below. The Authority will not answer questions submitted in any other manner or after the deadline.

Respondents or individuals acting on their behalf may not contact any Authority employee or board member concerning any aspect of this solicitation, except in writing as provided in this solicitation. Violation of this provision may be grounds for rejecting a response.

1.5 Deadlines

Deadlines for submitting questions and for submitting a response are provided in the Procurement Schedule below.

If respondent has questions concerning this solicitation or desires to propose a change to the contract included in this solicitation, respondent must identify its request by submitting a question by email as instructed above in Section 1.4. The Authority may not consider proposed changes to the contract after the question submittal deadline and will only make changes to the contract if it determines that it is in the best interest of the Authority.

1.6 Addenda

The Authority will post answers to questions and any revisions to this solicitation as written addenda on the Authority's web site at www.regionalwater.org. The Authority may issue addenda on its own initiative or in response to questions to clarify, correct, supplement, or change the solicitation documents. Only responses set forth in an addendum will be binding. Oral and other interpretations or clarifications will be without legal effect. Responses to questions are not part of the solicitation unless set forth in an addendum that expressly modifies or supplements it. Respondents must review the Authority's website to ensure they are aware of the latest addenda, any changes to the schedule, or other developments.

1.7 Procurement Schedule

The following is the schedule for this solicitation. The Authority may modify the scheduled dates if it determines that it is in the best interest of the Authority and will provide any changes by posting an addendum.

Procurement Schedule

Event	Date and Time
Post solicitation on websites	May 15, 2026
Deadline to submit questions	May 29, 2026 at 5:00 PM EST
Deadline to submit responses	June 25, 2026 at 2:00 PM EST
Evaluation committee meeting	July 8, 2026 at 11:00 AM EST
Board consideration of committee recommendation	August 5, 2026

1.8 Pre-Submittal Meeting

No pre-submittal meeting will be held.

Section 2 Submittal Process

Respondents must provide a single electronic file of its response in searchable PDF format by email to procurement@regionalwater.org. All responses must be delivered on or before the deadline provided in this solicitation and must state **"Response to RFP for Electrical Contractor Services"** as the subject line of the email. The Authority will not accept responses delivered in any manner other than as prescribed in this solicitation, including links to download submittals. If the response is delivered after the established deadline or is not submitted in the designated manner, the Authority may reject it as non-responsive.

As a courtesy, the Authority will endeavor to provide an email acknowledgement usually sent within a few days after submission receipt (submissions received on the day of the deadline may not be acknowledged before the deadline or at all). It is the respondent's responsibility to confirm that the Authority received its submission.

Responses must include the contents provided in Section 4 of this solicitation. The response must be no more than 20 one-sided pages for all requested information required in Sections 4.2-4.4 (no page limit for Section 4.1), excluding the appendices, front and back covers, and section dividers. All pages must be 8½ x 11 inches in size, with margins not less than 1-inch, standard black text (except for graphics and pictures), and minimum 11-point font size for text. The document must be formatted to allow double-sided printing by the Authority.

As provided in section 119.071, Florida Statutes, responses are exempt from public records disclosure until the Authority provides notice of a decision or intended decision or until 30 days after opening the bids, proposals, or final replies, whichever is earlier. The Authority will not pay for any expenses a respondent incurs in preparing a response to this solicitation.

Section 3 Contract for Continuing Services including Insurance Requirements

No services will be performed between a respondent and the Authority until a contract is executed by both parties. The Authority will use the contract and exhibits provided in **Attachment 8** to this solicitation as the agreement between the parties and will execute separate work orders that define the scope of services and specific project requirements once it identifies a particular project to be undertaken.

By submitting a response, respondent agrees to all the terms and conditions of this solicitation and those included in the agreement provided in **Attachment 8** including the minimum insurance requirements contained in it. The Authority will consider and may accept or reject requested changes to **Attachment 8** only if they are submitted according to the directions in Section 1 of this solicitation. The Authority will not change the terms or conditions of the contract unless it is in the Authority's best interest to do so.

Section 4 Response Contents

All responses must include the information listed below. It is the respondent's responsibility to present all relevant qualifications in its response to demonstrate that it has the personnel, experience, expertise, and qualifications to provide the services described in this document.

The response must include the following information in the order listed below:

- Part 1 – Firm Profile, Responsibility and Minimum Requirements
- Part 2 – Project Team and Key Personnel
- Part 3 – Experience and Reference Projects
- Part 4 – Management Approach
- Part 5 – Fee Schedules
- Part 6 – Other Required Forms from Section 6.4 Florida Statutory Requirements

4.1 Part 1 – Firm Profile, Responsibility and Minimum Requirements

Any response that fails to meet all the following requirements may be determined as "non-responsive."

1. Respondent must provide a properly executed Signature and Addenda Acknowledgement Form provided as **Attachment 1**.
2. Respondent must provide documentation that shows that the firm and its subcontractors are authorized to do business in the State of **Florida** and provide firm licenses for electrical services, as appropriate.
3. Provide a complete description of the firm. (The term "firm" can refer to either a single entity or a joint venture.) Project Team should not include sub-contractors or sub-consultants; however, this does not exclude their use on work orders under the contract. The respondent profile must include the following information:

General

Provide general information about the respondent, such as lines of business and service offerings, locations of home and other offices, number of employees (professional and non-professional), years in business, and evidence of required licenses.

Legal structure

Identify whether the respondent is organized as a corporation, limited-liability company (LLC), general partnership, joint venture, limited partnership, or other form of legal entity and provide proof of registration and authority to do business in Florida.

Project office location

Identify where the respondent intends to maintain its project office(s) and where the majority of the work will be performed.

Disclosures

Disclosure of whether Consultant or sub-consultant(s) currently represents Charlotte, DeSoto, Manatee or Sarasota Counties, and/or the City of North Port (Customers), in any capacity, and description of such representation, if applicable.

The response must provide the following additional information pertaining to factors or events that have the potential to adversely impact the respondent's ability to perform its contractual commitments.

Material adverse changes in financial position. Are there any material historical, existing, or anticipated changes in financial position, including mergers, acquisitions, takeovers, joint ventures, bankruptcies, divestitures, or any material changes in the mode of conducting business? If so, list and describe.

Legal proceedings and judgments. List and briefly describe any pending or past (within five years) legal proceedings and judgments, and any contingent liability that could adversely affect the financial position or ability to perform contractual commitments to Authority. If no such proceedings or judgments are listed, provide a sworn statement to that effect from the general counsel.

Completion of contracts. Has the respondent failed to complete any contract for related professional services, or has any contract been terminated due to alleged poor performance or default within the past five years? If so, describe the circumstances.

Violation of laws. Has the respondent been convicted of any criminal conduct or been found in violation of any federal, state, or local statute, regulation, or court order concerning antitrust, public contracting, employment discrimination or prevailing wages within the past five years? If so, describe the circumstances.

Debarred from bidding. Has the respondent been debarred within the past five years, or is it under consideration for debarment, from bidding on public contracts by any federal, state, or local government? If so, describe the circumstances.

If any of the above questions are answered in the affirmative, respondent must: (1) describe in detail the unfavorable factor or event; and (2) provide sufficient information to demonstrate that the unfavorable factor or event will not adversely impact the respondent's ability to perform its contractual commitments. The respondent must notify the Authority of any changes should they occur after submission of the response and before the selection process is completed (and, in the case of the selected respondent, before executing the Agreement).

4.2 Part 2 – Project Team & Key Personnel

Narrative

Identify the project team and key personnel who would provide services under a continuing electrical services contract and describe their specific responsibilities throughout a project. Describe how the project team and key personnel's qualifications and experience will benefit the Authority.

Resumes and licenses

4. Respondent must provide copies of all required **licenses** specified for key personnel that will be providing the services for which it seeks to be qualified for.
5. Respondent must provide resumes showing the minimum experience required for each of its Key Personnel. Each resume must be limited to 1 pages and must include:
 - Professional qualifications
 - Professional license or registration (as applicable)
 - Experience as it relates to a Typical Project as described in Section 1.1
 - Employer and Primary Office Location

4.3 Part 3 – Experience and Reference Projects

Respondent must provide a minimum of 3 project references to which it has provided services in the past for projects similar in scope to those in this solicitation using the Reference Form provided as **Attachment 2**.

Provide a narrative summarizing the performance history and experience of the Project Team on similar projects.

Complete the Project Manager/Key Personnel indicating name, job classification, area of expertise, employer and office location as provided in **Attachment 3**.

4.4 Part 4 – Management Approach

Describe the respondent's approach to managing and performing the electrical services. Please use a Reference Project provided in Part 3 as a specific example.

Provide information that describes the team's project/task order delivery management specific to the referenced project.

Discuss your approach to completing project/task orders in a timely manner, highlighting anticipated critical path activities. Identify opportunities to optimize project schedule with appropriate phasing and related methods.

Describe your approach to cost estimating to provide early cost certainty and support design-to-budget goals. Discuss your risk management process and approach to contingency development.

Describe your approach to maintaining facility operations and coordinating with staff and management during design, construction, performance of investigations, commissioning, training, acceptance testing, and project closeout.

4.5 Part 5 – Fee Schedules

Respondent's must complete the Labor Fee and Equipment Fee Schedules provided in **Attachment 4**. Respondents will be held to the rates submitted on **Attachment 4** for the duration of the contract.

For the Labor Fee Schedule, job classifications and hourly rates should reflect the Firm's organizational structure and will be considered as a part of the selection process. All current and known planned job classification should be listed on this sheet. Rates are to be fully burdened and inclusive of any associated per diem, incidental & administrative costs.

For the Equipment Fee Schedule, Equipment shall include the various types & sizes of equipment typical for routine work listed in the Scope of Services. The cost information should reflect the equipment the Contractor plans to use if selected & will be considered part of the selection process. All rates shall be fully burdened and include any associated equipment operator hourly labor rates. The absence of any piece of equipment from the list shall not preclude its use, but will require steps to demonstrate competitive pricing has been secured by & in the best interest of the Authority

Section 5 Evaluation and Selection Process

5.1 Evaluation Process

The maximum score for this solicitation is 100. The following criteria generally aligns with the contents in Section 4.

Criteria	Maximum Points	Response Contents section containing most information
Firm Profile, Responsibility & Minimum Requirements	Pass/Fail	Part 1
Project Team	25	Part 2
Experience and Reference Projects	25	Part 3
Management Approach	25	Part 4
Fee Schedules	25	Part 5
TOTAL	100	

5.2 Selection Process

Committee member scoring based on written responses. Each member of the committee will individually review and score the responsive and responsible responses according to the criteria contained in this solicitation.

Evaluation Committee Meeting. The committee will hold a public meeting to discuss the submittals and provide their evaluation. Following the discussion, committee members will

provide their scores for each submittal, which will be averaged for a final score per respondent and recommend a number of firms for the as-needed library to the Executive Director for approval. Final approval is at the discretion of the Authority's Board of Directors.

Section 6 Conditions for Respondents

6.1 Rights of the Authority

In connection with this procurement process, including the receipt and evaluation of responses and award of a contract, the Authority reserves to itself, in its sole discretion, all rights available to it under applicable law, including without limitation, with or without cause and with or without notice, the right to:

- Cancel, withdraw, postpone, or extend this solicitation, in whole or in part, at any time prior to the execution of the contract, without incurring any obligations or liabilities.
- Modify the procurement schedule.
- Waive deficiencies, informalities, and irregularities in a response and accept and review a nonconforming response.
- Suspend and terminate the procurement process or terminate evaluations of responses received.
- Permit corrections to data submitted with any response.
- Hold meetings and interviews, and conduct discussions and correspondence, with respondents to seek an improved understanding of any information contained in a response.
- Seek or obtain, from any source, data that has the potential to improve the understanding and evaluation of the responses.
- Seek clarification from any Respondent to fully understand information provided in the response and to help evaluate and rank the Respondents.
- Reject a response containing exceptions, additions, qualifications, or conditions not called for in the solicitation or otherwise not acceptable to the Authority.
- Conduct an independent investigation of any information, including prior experience, included in a response by contacting references, accessing public information, contacting independent parties, or any other means.
- Request additional information from a Respondent during the evaluation of its response.

6.2 Obligation to Keep Key Personnel Intact

The Authority expects all proposed Key Personnel to be available to provide services for this Project. All Key Personnel identified in the response are expected to remain on the project team for the duration of the Agreement.

6.3 Notice of Decision and Protest Process

The Authority will post a notice of its intended decision on the Authority's website at www.regionalwater.org. By submitting a response to this solicitation, respondents agree to the requirements and process for filing a protest set forth in the Authority's Procurement Policy which may be found on the Authority's website.

The Procurement Policy provides that Section 120.57(3), Florida Statutes, and Section 287.042(2)(c), Florida Statutes, are applicable to all protests to solicitations or awards. Failure to file a protest within the time prescribed in section 120.57(3), Florida Statutes, or failure to post the bond or other security requirement by law within the time allowed for filing a bond will constitute a waiver of proceedings.

6.4 Florida Statutory Requirements

- A. Scrutinized Companies. By submitting a response to this solicitation, respondent certifies that it is in compliance with Section 287.135, Florida Statutes. Respondent certifies that it is not on this list of Scrutinized Companies that Boycott Israel and is not engaged in a boycott of Israel. For contracts for goods or services of \$1 million or more, respondent certifies that (1) it is not on any of the following lists: Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Terrorism Sectors created pursuant to section 215.473, Florida Statutes, and (2) it is not engaged in business operations in Cuba or Syria. Respondent acknowledges the remedies provided in Subsection 287.135(5), Florida Statutes against anyone found to have submitted a false certification including civil penalties.
- B. Public Entity Crimes. Respondent understands the requirements of sections 287.132 and 287.133, Florida Statutes certifies that it is not on the convicted vendor list for public entity crimes maintained by the Florida Department of Management Services. Respondent certifies that it is in full compliance with sections 287.132 and 287.133, Florida Statutes and will notify the Authority if it becomes non-compliant. **In accordance with section 3.2.5 of the Authority's Procurement Policy, respondent shall provide an executed Public Entity Crimes Statement (Attachment 5) as part of its response to this solicitation.**
- C. E-Verify. Section 448.095, Florida Statutes, requires that consultants, contractors, subconsultants, and subcontractors for a public agency must register with and use the E-Verify system to verify the work authorization status of all new employees. By submitting a response to this solicitation respondent certifies that it does not employ, contract with, or subcontract with any unauthorized aliens, is in compliance with section 448.095, Florida Statutes, and if selected, will comply with the requirements in the contract concerning E-Verify. **In accordance with section 3.2.8 of the Authority's Procurement Policy, respondent must submit an executed E-Verify Affidavit as part of its response to this solicitation (Attachment 6).**
- D. Affidavit concerning Human Trafficking. By submitting a response to this solicitation, Respondent certifies that it does not use coercion for labor or services as defined in section 787.06, Florida Statutes and if selected, **respondent will submit an affidavit attesting to its compliance as part of its response to this solicitation (Attachment 7).**
- E. Responsible Vendor Determination. Respondent is hereby notified that Section 287.05701 Florida Statutes provides that the Authority may not request documentation of or consider a vendor's social, political, or ideological interests when determining if the vendor is a responsible vendor and may not give preference to a vendor based on the vendor's social,

political, or ideological interests.

- F. Public Records. Once opened, all responses will become the property of the Authority and, at the sole discretion of the Authority, may not be returned to respondent. Any information, reports, or other materials given to, prepared, or submitted in response to this solicitation will be subject to the provisions of the Public Records Act, Chapter 119, Florida Statutes. Any respondent claiming that its response contains information that is exempt from Chapter 119, Florida Statutes, must clearly segregate and mark that specific information and provide the specific statutory citation for such exemption. Respondents are solely responsible for defending any claimed exemption from disclosure under Chapter 119, Florida Statutes. Subsection 119.071(1)(b), Florida Statutes, exempts sealed responses from inspection, examination, and duplication until such time as the Authority issues a notice of intended decision or within 30 days after opening the responses, whichever is earlier. This exemption is not waived by the public opening of the responses. **ANY QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THIS SOLICITATION MAY BE DIRECTED TO THE AUTHORITY'S PUBLIC RECORDS CUSTODIAN AT PEACERIVER@REGIONALWATER.ORG; OR BY MAIL AT 9415 TOWN CENTER PARKWAY, LAKEWOOD RANCH, FLORIDA 34202; OR BY TELEPHONE AT (941) 316-1776.**

Attachment 1 – Signature and Addenda Acknowledgement

Business Name and Responsible Individuals

The following named respondent agrees to all terms and conditions in this solicitation and the contract for professional services included in it. The person whose signature appears below is authorized to bind the respondent.

Business Name _____	
_____ legal form of the business (e.g., partnership, corporation, joint venture)	_____ state & date of incorporation
_____ Name and title of individual authorized to bind respondent	_____ Name and title of individual to contact concerning this response
_____ Address	_____ Address
_____ City, State, Zip	_____ City, State, Zip
_____ Telephone	_____ Telephone
_____ Email	_____ Email

Addendum Acknowledgement

Respondent has received and this response incorporates the following addenda:

Addendum No. _____ Date Issued: _____

Addendum No. _____ Date Issued: _____

Addendum No. _____ Date Issued: _____

 Authorized Signature Date

 print or type name and title as signed above

Attachment 2 – Reference Form

Respondent must complete this form for each reference project:

Respondent Name: _____

Reference Entity: _____

Reference Contact Person: _____

Reference Address: _____

Reference Email Address: _____

Reference Phone Number: _____

Project Name: _____

Project Location: _____

Firm's Project Manager: _____

Contract Amount for Electrical Services: _____

Project Construction Cost – Budgeted and Actual: _____

Date Project Commenced: _____

Projected Project Completion Date: _____

Actual Project Completion Date: _____

Description of Work Performed: _____

Attachment 3 – Project Manager/Key Personnel Form

The Consultant's proposed Project Manager and key project team/key personnel are to be indicated below. Each person must be identified with their job classification, area of expertise, work location, and employer.

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

Attachment 4 – Fee Schedules

Labor Fee Schedule

Item	Job Classification*	Fully Burdened Hourly Rates				
		Year 1	Year 2	Year 3	Year 4	Year 5
1	Project Manager					
2	Licensed Electrical Journeyman- Business Hours					
3	Licensed Electrical Journeyman- After Business Hours					
4	Electrical Apprentice- Business Hours					
5	Electrical Apprentice- After Business Hours					
6						
7						
8						
9						
10						
11						
12						
13						
14						
15						
16						
17						
18						
19						
20						
21						
22						
23						
24						
25						

* Job classifications and hourly rates should reflect the Contractor's organizational structure and will be considered as a part of the selection process. All current and known planned job classification should be listed on this sheet. Rates are to be fully burdened and inclusive of any associated per diem, incidental & administrative costs.

Equipment Fee Schedule

Item	Equipment*	Fully Burdened Hourly Rates				
		Year 1	Year 2	Year 3	Year 4	Year 5
1	2-Person Scissor Lift					
2	45 Foot Bucket Truck					
3	80 Foot Bucket Truck					
4	Telehandler					
5	Infrared Thermography					
6						
7						
8						
9						
10						
11						
12						
13						
14						
15						
16						
17						
18						
19						
20						
21						
22						
23						
24						
25						

* Equipment shall include the various types & sizes of equipment typical for routine work listed in the Scope of Services. The cost information should reflect the equipment the Contractor plans to use if selected & will be considered part of the selection process. All rates shall be fully burdened and include any associated equipment operator hourly labor rates. The absence of any piece of equipment from the list shall not preclude its use, but will require steps to demonstrate competitive pricing has been secured by & in the best interest of the Authority.

Attachment 5 – Public Entity Crimes Statement

SWORN STATEMENT PURSUANT TO SECTION 287.133, 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 the 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 or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and 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 for the provision of goods or services 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 _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this _____ by _____ of _____ organized under the laws of the State of Florida, on behalf of the company, who is personally known to me or has produced _____ as identification.

NOTARY PUBLIC-STATE OF FLORIDA

Name typed, printed, or stamped: _____

My commission expires: _____

Attachment 6 – E-Verify Registration & Affidavit

As provided in Section 33 of the Agreement, pursuant to Section 448.095, Florida Statutes, beginning January 1, 2021, Consultant shall register with and use the U.S. Department of Homeland Security's E-Verify system, (<https://e-verify.uscis.gov/emp>) to verify the work authorization status of all Consultant employees hired on and after January 1, 2021. Additionally, Consultant shall require all subconsultants performing work under this Agreement to use the E-Verify system for any employees hired on and after January 1, 2021. Consultant must provide evidence to the Authority of compliance with Section 448.095, Florida Statutes, prior to entering the Agreement

Affidavit

I hereby certify that _____ (Contract holder) does not employ, contract with, or subcontract with any unauthorized aliens, and is otherwise in full compliance with Section 448.095, Florida Statutes.

All employees hired on or after January 1, 2021, have had their work authorization status verified through the E-Verify system.

A true and correct copy of _____ (Contract holder) proof of registration in the E-Verify system is attached to this Affidavit.

Signature

Date

Print Name

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this _____ (date) by _____ (name of officer or agent, title of officer or agent) of _____ (name of Consultant company acknowledging), a _____ (state or place of incorporation) corporation, on behalf of the corporation. He/she is personally known to me or has produced _____ (type of identification) as identification.

Notary Public

Name typed, printed or stamped

My Commission Expires: _____

Attachment 7 – Human Trafficking Affidavit

HUMAN TRAFFICKING AFFIDAVIT SECTION 787.06, FLORIDA STATUTES

Before me, the undersigned authority, personally appeared _____
_____, whom after being duly sworn, deposes and states:
(Affiant)

1. My name is _____ and I am over eighteen years of age.
The following information is given from my own personal knowledge.

2. I am an officer or representative with _____, a
non-governmental entity. I am authorized to provide this affidavit on behalf of _____
_____.

3. The non-governmental entity, _____,
_____, does not use coercion for labor or services as defined in Section 787.06,
Florida Statutes.

FURTHER AFFIANT SAYETH NOT.

_____, 20__

(Affiant)

STATE OF FLORIDA
COUNTY OF _____

Sworn to and subscribed before me by means of physical presence or online notarization,
this _____, 20__ by _____ on
behalf of _____
_____, who is personally known to me or has produced _____
as identification.

Notary Public
Name (Printed) _____

My commission expires _____.

(Printed typed or stamped Commissioned name of Notary Public)

Attachment 8: Contract for Continuing Services

Continuing Services Agreement for As-Needed Electrical Contractor Services

This Continuing Services Agreement made this ____ day of _____, 20__ (“Effective Date”) for As-Needed Electrical Services is made by and between Peace River Manasota Regional Water Supply Authority, an independent special district of the State of Florida, created and existing under Sections 163.01, and 373.713, Florida Statutes, (“Authority”) and _____ (“Contractor”), a _____ [State] _____ [corporation] authorized to do business in the State of Florida.

Background

The Authority has qualified a list of electrical services through a competitive procurement process to provide services for various projects under a continuing contract for projects in which the estimated construction cost of each individual project under the contract does not exceed \$7.5 million or for study activities if the fee for professional services for each individual study under the contract does not exceed \$500,000. That law also provides that the Florida Department of Management Services will publish annual adjustments to these amounts based on changes in the Consumer Price Index.

The purpose of this Agreement is not to authorize Contractor to perform a specific project, but to set forth certain terms and conditions that will apply to a future work order.

When the Authority identifies a particular job to be completed, it will select a firm from its library of qualified firms that is best suited for the work and will execute a work order with the firm under the terms of this Agreement.

Terms and Conditions

1. **Background and Exhibits.** The background provided above, and the exhibits listed below which are attached, are part of this Agreement. The Request for Proposals for As-Needed Electrical Contractor Services dated _____ (the RFP) and the Contractor’s response to it on file with the Authority are also part of this Agreement.

Exhibit A – Hourly Rates for Services (Labor Fee and Equipment Fee Schedules)

Exhibit B – Insurance Requirements

Exhibit C – Request for Proposal

2. **Definitions.** The following terms as used in this Agreement have the following meanings:

- 1.1.** Agreement – This written document, as it may be amended from time to time.
- 1.2.** Law – All laws, statutes, rules, regulations, ordinances, codes, and/or orders applicable to the Services.
- 1.3.** Project – The provisions of this Agreement and the Scope of Services set forth in each individual work order.
- 1.4.** Services – The applicable electrical services set forth in each individual work order as well as all obligations, duties and responsibilities required of Contractor under this Agreement. The term “Services” also includes all Additional Services which are subsequently authorized in writing by the Authority.
- 1.5.** Additional Services – As described in paragraph 10 of this Agreement, any services that are authorized by the Authority in a written amendment after this Agreement is executed.

- 1.6.** Subcontractor – All contractors, subcontractors, Contractors, subcontractors, suppliers, experts and other entities retained by Contractor to perform or provide any portion of the Services required hereunder.
- 2. Effective Date and Term.** This Agreement will remain effective for 5 years, with three (3) 1-year renewals, unless it is sooner terminated in accordance with the procedures set forth herein.
- 3. Work Orders, Scope of Services, and Compensation**
- 3.1.** Contractor shall provide electrical services to the Authority for projects that are specified in work orders that may be approved from time to time by the Authority. For the timely and proper performance of the Services, the Authority will pay Contractor the compensation as set forth in a work order according to the hourly rates provided in **Exhibit A.**
- 3.2.** When the need for services for a specific project occurs, the Authority may, in its sole discretion, enter into negotiations with the Contractor for a work order under the terms and conditions of this Agreement. The Authority will initiate said negotiations by providing the Contractor with a scope of services request, requesting from the Contractor a proposal to provide such electrical services. The Authority or its designated representative and Contractor will negotiate the terms of the work order in accordance with the provisions of Exhibit A. Each work order will be subject to the terms of this Agreement.
- 3.3.** Each work order must contain at least the following:
- a. The Scope of Services.
 - b. The name of the Contractor’s Project Manager and any subcontractors assigned to the work order.
 - c. A payment and deliverable schedule that includes:
 - The tasks to be performed, including any deliverables.
 - The schedule to perform various tasks identified and the completion date of the entire scope of services.
 - The schedule for payments correlated with the tasks completed or delivered.
 - The total amount of compensation.
 - d. Any other details necessary to define and accomplish the specific project.
- 3.4.** 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, including subcontractor and subcontractor work, 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.
- 3.4.1.** Travel Expenses, whether within or outside of the Authority’s boundaries, and whether to the specific project or otherwise, will not be reimbursed unless Contractor has secured advance written authorization for such travel from the Authority. All approved travel expenses will be reimbursed in accordance with the Authority’s Resolution 2018-01 *Resolution Establishing Per Diem and Travel Expenses*.
- 3.5.** The compensation for a work order may be a lump sum or based on hourly rates with a maximum amount of compensation that may not be exceeded without additional approval from the Authority.
- 3.6.** If the Authority determines that the Contractor’s services for a particular project are needed

on an hourly basis, in lieu of a lump sum compensation package, the Contractor will charge the Authority for services at the hourly rates set forth in **Exhibit A**, which is attached and incorporated into this Agreement. In this case, the work order must specify that the Contractor's services will be provided on an hourly basis with a maximum amount of compensation that may not be exceeded without additional approval from the Authority.

3.7. Contractor will invoice the Authority on a monthly basis for services rendered the previous month, or as provided in the work order. The invoice must identify work completed, by whom and the percentage of the Work completed. All invoices shall be submitted on a calendar monthly basis by the 20th of each month to ap@regionalwater.org.

3.8. Performance of work by Contractor before execution of a work order will be at Contractor's sole risk. Time is of the essence with regard to this Agreement and any work order issued hereunder.

4. Contractor's Representations. Contractor represents and acknowledges to the Authority as follows:

4.1. Conducting Business in Florida. Contractor is duly authorized to conduct business in the State of Florida.

4.2. Authority. Contractor has the full power and authority to execute and deliver this Agreement and to incur and perform the obligations provided for herein, all of which have been duly authorized by all proper and necessary actions of the governing entity of Contractor.

4.3. Accuracy of Response. All the information provided by Contractor in response to the RFP was true and accurate when Contractor submitted it to the Authority and has not materially changed as of the Effective Date of this Agreement.

4.4. Understanding of Agreement. Contractor has familiarized itself with and understands this Agreement, the Project, the Services, the Law, the site, and all local conditions that may affect Contractor's performance of this Agreement, including Contractor's compensation and the performance or furnishing of the Services.

4.5. Discrepancies. Contractor has reviewed all available information and data shown or indicated in this Agreement and has given the Authority written notice of all conflicts, errors, ambiguities, or discrepancies that it has discovered and the Authority's written resolution thereof, if any, is acceptable to Contractor.

4.6. Expertise. Contractor has special expertise and is fully licensed for the type of electrical services to be provided under this Agreement and Contractor acknowledges that such representations were a material inducement to the Authority to enter into this Agreement with Contractor.

4.7. Valid Agreement. This Agreement is a valid, binding, and enforceable obligation of Contractor, and does not violate any law, rule, regulation, contract, or agreement otherwise enforceable by or against Contractor except as it may be limited by bankruptcy, insolvency, reorganization, or other similar laws affecting the rights of creditors generally.

4.8. Cooperation with Inspector General. Contractor agrees to comply with Section 20.055(5), Florida Statutes and will cooperate with the inspector general in any investigation, audit, inspection, review, or hearing.

- 4.9. Scrutinized Companies.** Contractor certifies that it is in compliance with section 287.135, Florida Statutes, and agrees that the Authority may terminate this contract if Contractor is found to be out of compliance with it. Contractor certifies that it is not on this list of Scrutinized Companies that Boycott Israel and is not engaged in a boycott of Israel. For contracts for goods or services of \$1 million or more, Contractor also certifies that (1) it is not on any of the following lists: Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in Iran Terrorism Sectors created pursuant to section 215.473, Florida Statutes and (2) it is not engaged in business operations in Cuba or Syria. Contractor acknowledges the remedies provided in subsection 287.135(5), Florida Statutes, against anyone found to have submitted a false certification including civil penalties.
- 4.10. Public Entity Crimes.** Contractor understands the requirements of sections 287.132 and 287.133, Florida Statutes. Neither Contractor nor any of its affiliates are currently on the convicted vendor list for public entity crimes maintained by the Florida Department of Management Services and neither of them has been on the convicted vendor list within the past 36 months. Contractor is in full compliance with sections 287.132 and 287.133, Florida Statutes, will remain in compliance with them throughout the term of this Agreement, and will notify the Authority if it becomes non-compliant.
- 4.11. E-Verify.** Contractor is in compliance with section 448.095, Florida Statutes. As required by subsection 448.095(5)(a), Florida Statutes, and Contractor has registered with and uses the E-Verify System to verify the work authorization status of all newly hired employees. As required by subsection 448.095(5)(b), F.S. Contractor shall require any subcontractors to provide the Contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Contractor shall maintain a copy of such affidavit for the duration of the contract. As required by section 3.2.8 of the Authority's Procurement Policy, Contractor has provided an executed E-Verify Affidavit.
- 4.12. Affidavit concerning Human Trafficking.** Contractor has complied with section 787.06, Florida Statutes and has provided the required affidavit.
- 4.13. Truth-in Negotiation.** Contractor's execution of this Agreement constitutes a truth-in-negotiation certificate certifying that wage rates and other factual unit costs supporting the compensation are accurate, complete, and current at the time of contracting as required by subsection 287.055(5)(a), Florida Statutes. Contractor will continuously comply with subsection 287.055(5)(a), Florida Statutes and will adjust the original contract price and any additions thereto to exclude any significant sums by which the Authority determines the contract price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. The Authority may make any such adjustment to compensation within one year of the expiration or termination of this Agreement.
- 4.14. No Contingent Fees.** As required by subsection 287.055(6), Florida Statutes, Contractor represents and warrants that he or she 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 he or she has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Contractor any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. If Contractor breaches or violates this provision, the Owner has the right to terminate this Agreement without liability and, at its discretion, to deduct from Contractor's compensation, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

5. Contractor's Responsibilities.

- 5.1. Performance of Services.** Contractor shall perform the Services upon the terms and conditions set forth in this Agreement.
- 5.2. Changes.** Contractor shall immediately notify the Authority if anything changes regarding Contractor's representations and warranties contained in this Agreement.
- 5.3. Resources.** Contractor shall secure and maintain an adequate and competent staff of professionals and all facilities and equipment required to perform the Services.
- 5.4. Key Personnel.** Contractor must not remove any key personnel or Subcontractors assigned to the Project without the prior notification to the Authority.
- 5.5. Objectionable Employees.** If at any time during the term of this Agreement the Authority notifies Contractor in writing that any of Contractor's employees or the employees of any Subcontractor are objectionable to the Authority, Contractor shall remove or have the Subcontractor remove the objectionable employee from the Project and not reemploy the objectionable employee on any portion of the Services.
- 5.6. Contractor's Representative.** Contractor shall designate in writing a single representative with the authority to transmit instructions, receive information, interpret, and deliver Contractor's policy and decisions related to the Services and bind Contractor with respect to any matter arising out of or relating to this Agreement.
- 5.7. Information Related to the Services.** Contractor shall obtain and review all information and data which relates to the Services or which Contractor may reasonably anticipate may affect cost, scheduling, progress, performance or furnishing of the Services, including, but not limited to, information and data related to the Project work of others under separate contracts, to the extent that such work may interface with the Services hereunder.
- 5.8. Documents and Data.** The documents, drawings, technical data and working papers obtained or generated under the Agreement, 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.
- 5.9. Coordination with Others.** Contractor shall cooperate with other consultants, architects, engineers, construction contractors, and suppliers retained by the Authority and assist the Authority with the coordination of those various projects, work, and services. Contractor shall review all information and attend all meetings as are reasonably necessary to accomplish the coordination of those various projects, work, and services, and eliminate any problems where the projects, work or services interface with the Project or Services.
- 5.10. Laws.** Contractor shall secure all licenses or permits required by Law for the performance of the Services and shall comply with all Laws in effect at the time of the execution of this Agreement and the time of performance of the Services.
- 5.11. No Discrimination.** Contractor shall comply with Title VII of the Civil Rights Act of 1964, as amended, and the Florida Civil Rights Act of 1992. Contractor shall not discriminate in any form or manner against its employees or applicants for employment on the basis of race, color, national origin, religion, sex, age, handicap, or marital status. Further, Contractor shall comply with all applicable rules, regulations or executive orders promulgated to give effect to

the Civil Rights Act of 1964, as amended.

5.12. Notice of Claims. Contractor shall immediately notify the Authority if it becomes aware of any circumstances which may reasonably give rise to any claim against the Authority for Services performed under or related to the Services performed under this Agreement.

5.13. No Conflicts of Interest. Contractor will not contract for or accept employment for the performance of any work or services with an individual, business, corporation, or government unit that would create a conflict of interest in the performance of its obligations under this Agreement.

6. Authority's Responsibilities.

6.1. Applications for Payment. The Authority shall review and consider, in a reasonably prompt and thorough fashion, all applications for payments, reports, schedules, estimates, drawings, proposals or other documents presented to the Authority by Contractor and shall inform Contractor of the Authority's decisions or otherwise take appropriate action within a reasonable time to not unreasonably delay the Services of Contractor. The Authority and Contractor will be governed by the Local Government Prompt Payment Act set forth in Part VII of Chapter 218, Florida Statutes.

6.2. Authority's Representative. The Authority shall designate in writing a single representative with authority to transmit instructions, receive information and interpret and deliver the Authority's policy and decisions pertinent to the Services.

6.3. Existing information. Upon Contractor's specific request, the Authority shall cooperate in providing to Contractor, all existing and available studies, reports, surveys, and other information and data regarding the Project to the extent such items are in the Authority's possession and the Authority has actual knowledge of their existence and location. Despite any other provision of this Agreement, the Authority does not represent or warrant the accuracy or completeness of any such items, unless it is expressly noted otherwise in writing on such item.

7. Change of Plan.

7.1. Authority's Right. The Authority has the absolute right to terminate, suspend, or amend the Services or the Project at any time and for any reason, and such action on its part will not be a default or breach of this Agreement. Any such termination, suspension, or amendment will be in writing.

7.2. Remedies. If the Services or Project is entirely or partly suspended for one or more periods of time Contractor will have no claim for compensation for the suspended period(s). Upon resumption of the Services or Project, Contractor shall resume the Services until the Services are completed in accordance with this Agreement, and the time for completion of the Services which were suspended will be extended for the period of the suspension.

8. Termination of Agreement.

8.1. Termination for Convenience. The Authority has the right to terminate this Agreement, in whole or in part without cause upon written notice to Contractor. In such event, Contractor's sole and exclusive recovery against the Authority will be limited to that portion of Contractor's compensation earned to the date of termination, together with any costs reasonably incurred by Contractor that are directly attributable to the termination. The Contractor will not be entitled to any further recovery against the Authority, including, but not limited to, anticipated

fees or profits on Services not required to be performed. The Authority in its sole discretion will determine that portion of the compensation earned for any incomplete Services based upon the ratio of such part of the Services completed relative to the entire Services. Termination without cause will be effective upon delivery of written notice to Contractor.

8.2. Termination for Cause. Contractor will be considered in material default of this Agreement and the Authority may terminate this Agreement, in whole or in part, for any of the following reasons: (a) failure to begin Services within the time specified in the work order Agreement, or (b) failure to timely and properly perform the Services required hereunder or as directed by the Authority, or (c) the bankruptcy or insolvency or a general assignment for the benefit of creditors by Contractor or by any of Contractor's principals, partners, officers or directors, or (d) failure to obey any Law, or (e) failure or refusal to allow public access to all public record documents or other materials made or received by Contractor in conjunction with this Agreement, unless exempt under Florida law, or (f) any other material breach of this Agreement. In any such event, the Authority may terminate this Agreement, in whole or in part, by giving Contractor written notice. In the event of any such termination for cause, the Authority is not obligated to make any further payments to Contractor hereunder until such time as the Authority has determined all costs, expenses, losses and damages which the Authority may have incurred as a result of such default by Contractor, whereupon the Authority will be entitled to set off all costs, expenses, losses and damages so incurred by the Authority against any amounts due Contractor hereunder. Termination for cause will be effective upon 14 days written notice to Contractor.

8.3. Violation by Authority. If the Authority violates any provision of this Agreement, and if the violation continues for 60 days after Contractor has delivered written notice of the violation, then Contractor may, without prejudice to any other right or remedy, terminate or cancel this Agreement by giving the Authority 14 days written notice of termination. In the event of any such termination by Contractor, Contractor's sole and exclusive remedies against the Authority will be limited to those set forth in paragraph 8.1 above.

8.4. Notice and Cure. Despite the provisions of paragraphs 8.2 and 8.3, this Agreement will not terminate for cause if the party receiving the notice begins, within seven days of receipt, to correct its failure and proceeds diligently to cure such failure within thirty 30 days of receipt of the notice; provided, however, that if and to the extent such cause for termination cannot reasonably be cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues to diligently cure the same, then the cure period may be further extended by the party that provided the notice.

8.5. Remedies if no Default. If, after termination of this Agreement as provided for in paragraph 8.2 above, it is determined for any reason that Contractor was not in default, or that its default was excusable or that the Authority otherwise was not entitled to the remedy against Contractor provided for in paragraph 8.2, then such termination for cause will be deemed to be a termination for convenience as described in paragraph 8.1 and Contractor's sole and exclusive rights and remedies against the Authority will be the same as and limited to those afforded Contractor under paragraph 8.1 above.

8.6. Delivery of material after termination. Within 10 days after any termination of this Agreement, Contractor shall deliver to the Authority all papers, drawings, models, and other material prepared by and for Contractor with respect to the Project and Services.

9. Waiver.

9.1. Acceptance of Final Payment. Contractor's acceptance of final payment constitutes a full

waiver of all claims by Contractor against the Authority arising out of and relating to this Agreement or otherwise related to the Project, except those previously made in writing and identified by Contractor as unsettled at the time it submits its invoice for final payment. Neither the acceptance of the Services nor any payment by the Authority will be deemed to be an acceptance of defective or incomplete Services or waiver of any of the Authority's rights against Contractor.

9.2. Non-enforcement. Non-enforcement of any provision of this Agreement by either party will not constitute a waiver of that provision nor will it affect the enforceability of that provision or the remainder of this Agreement.

10. Additional Services.

10.1. Notice to Authority. If Contractor is of the opinion that any services the Authority directs it to perform are beyond the Scope of the Services under this Agreement, Contractor shall, within seven business days of such direction, notify the Authority in writing of its opinion. The Authority shall, within 10 business days after receipt of such notification, determine whether such service is beyond the scope of this Agreement and constitutes Additional Services. If the Authority determines that such service does constitute Additional Services, it will provide extra compensation to Contractor based upon the rates and terms provided in **Exhibit A**.

10.2. Project Schedule. If, in the opinion of the Authority, the progress of the Services during any period is substantially less than the amount which 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 Services back on schedule. Such action will not constitute Additional Services unless the delays are caused by circumstances beyond the control and fault of Contractor or its agents, employees and Subcontractors.

10.3. Claims against the Authority. In the event of claims by others against the Authority in connection with the Project or the Services, Contractor shall provide the Authority with such technical assistance that the Authority may request. Such assistance will constitute Additional Services, unless such claims are caused by the failure of Contractor, its agents, employees or Subcontractors to comply with the terms and conditions of this Agreement or otherwise perform their duties under this Agreement.

10.4. Delays more than and less than 30 days. Subject to the provisions of paragraph 10.2 above, Contractor will not make any charges or claims for damages for any delays or hindrances of less than 30 days from any cause whatsoever during the progress of any portion of the Services. The Authority may compensate such delays or hindrances of less than 30 days by an extension of time as the Authority may decide. However, any such extension will not operate as a waiver of any other rights of the Authority. The Authority will consider delays or hindrances that exceed 30 days and will determine whether any additional services are needed from Contractor unless such delays or hindrances were caused in whole or in part by Contractor, its employees, agents, or Subcontractors or because of a suspension of the Project or Services entirely or partly by the Authority. This paragraph does not apply to suspensions of the Project or Services by the Authority, which suspensions will be governed by paragraph 7.

10.5. Audit. If the Authority requires Contractor to provide it with an audit of its Project costs, such audit will not be considered Additional Services.

- 11. Assignment and Subcontractors.** Contractor will not sublet, assign, or transfer this Agreement or any Services without the prior written consent of the Authority, which consent may be withheld in the Authority's sole discretion. Contractor shall be solely responsible for the employment, direction, supervision, compensation, and control of any and all Subcontractors. Contractor shall cause all Subcontractors to abide by the terms and conditions of this Agreement and all Laws. All agreements between Contractor and Subcontractors shall be in writing, with a copy of such agreements to be provided to the Authority upon its request for same.
- 12. Indemnification.** Contractor shall indemnify and hold harmless the Authority, and its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Contractor and other persons employed or utilized by the Contractor in the performance of this Agreement. This provision is consistent with Section 725.08, Florida Statutes.
- 13. Contractor's Insurance Requirements and Minimum Limits.** Contractor shall purchase and maintain the specific coverages and minimum limits set forth in **Exhibit B**.
- 14. Standard of Performance.** Contractor shall perform and complete the Services in a timely manner and in accordance with the standard of care, skill, and diligence customarily provided by professionals with expertise and experience in the type of Services provided hereunder, and in accordance with sound professional principles and practices. Contractor acknowledges that it has represented to the Authority that Contractor has expertise and experience in the type of services to be rendered hereunder and that such representation was a material inducement to the Authority to enter into this Agreement with Contractor. Contractor shall promote the best interest of the Authority and assume towards the Authority a relationship of the highest trust, confidence, and fair dealing.
- 15. Project Documents and Data.**
 - 15.1.** One (1) copy of all technical data and working papers regarding the Services, whether existing in the office of the Authority or in the office of Contractor, will be made available to the other party to this Agreement without expense to such other party. Additional copies shall be made available at the expense of the requesting party.
 - 15.2.** All Project documents, tracings, plans, specifications, maps, evaluations, reports, technical data, and computer application code, other than working papers prepared or obtained under this Agreement, are 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, at its own expense, may retain copies thereof for its files and internal use. Any use by the Authority of such materials obtained under this Agreement for any other Project or use of incomplete materials obtained from Contractor by the Authority shall be made at the risk of the Authority. However, this does not constitute a disclaimer of the professional liability of Contractor with respect to the original Services as used for the Project.
 - 15.3.** All final plans and documents that are required by Florida Law to be endorsed and are prepared by Contractor in connection with the Services shall bear the endorsement of a person in the full employment of Contractor or duly retained by Contractor and duly licensed in the appropriate professional category.
 - 15.4.** Contractor shall make any patentable product or result of the Services and all information, design, specifications, know-how, data, and findings available to the Authority without cost to the Authority. No material prepared in connection with this Project will be subject to copyright by Contractor, all such copyrights being the property

of the Authority. The Authority shall have the right to publish, distribute, disclose, and otherwise use any material prepared by or for Contractor with respect to the Project.

15.5. Contractor must not make any statements, press releases or public releases concerning this Agreement or its subject matter or otherwise disclose or permit to be disclosed any of the data or any other information obtained or furnished in compliance with this Agreement, except at meetings where representatives of the Authority are present, without the Authority's prior written consent. Contractor shall not publish, copyright, or patent any of the data furnished or developed with respect to the Project without first obtaining the Authority's written consent, as all such rights are the property of the Authority.

16. **Audit Rights.** Contractor shall keep all books, records, files, plans, drawings, and other documentation, including all electronically stored items, which concern or relate to the Services hereunder (collectively referred to herein as "Records") for a minimum of three (3) years from the date of expiration or termination of this Agreement or as otherwise required by Law, which ever date is later. The Authority, or any duly authorized agents or representatives of the Authority, shall have the right to audit, inspect and copy all or such Records as often as they deem necessary during any such period of time. This right to audit, inspect and copy the Records shall include all Records of Subcontractors.

17. **Public Records.**

17.1. Duty to Maintain and Provide Records. Contractor shall keep and maintain all public records required to perform services under this Contract as required by Chapter 119, Florida Statutes. All analyses, data, documents, models, modeling, reports, and tests performed or utilized by Contractor shall be made available to the Authority upon request and are considered public records in accordance with Chapter 119, Florida Statutes, unless they are exempt under the Law.

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

17.3. Post Contract Responsibilities. Upon completion of this contract, Contractor shall keep and maintain, at no cost, to the Authority, all public records produced under this Agreement in Contractor's possession or shall transfer them to the Authority. If the Contractor transfers all public records to the Authority, Contractor shall destroy any duplicate public records. If Contractor keeps and maintains public records after completion of the contract, the Contractor shall meet all legal requirements for retaining public records including the rules and retention schedules adopted by the Division of Library and Information Services of the Department of State under Section 119.021(2)(a), Florida Statutes. All records stored electronically must be provided to the Authority upon request from the Authority in a format that is compatible with the

information technology systems of the Authority.

- 17.4. Exempt Records.** Contractor shall ensure that public records that are exempt from public records disclosure are not disclosed except as authorized by law during the term of this Agreement and following its completion if the Contractor does not transfer the records to the Authority.

18. Miscellaneous Provisions.

- 18.1. Entire Agreement.** This written document shall constitute the entire agreement between the parties hereto and the Agreement shall not be amended or modified except in writing duly executed by the party against whom such an amendment or modification is sought to be enforced. This Agreement shall govern the relationship between the Authority and Contractor on the Project.
- 18.2. Successors.** the Authority and Contractor each hereby binds itself, its successors, assigns, and legal representatives to the other.
- 18.3. No Third-Party Beneficiaries.** The rights and obligations in this Agreement shall inure solely to the parties hereto (their successors, assigns and legal representatives) and no other party shall have any rights or obligations under or by virtue of this Agreement.
- 18.4. Applicable Law and Venue.** This Agreement shall be governed by and construed under the laws of the State of Florida. Venue for any action under state law arising under this Agreement shall be in the Twelfth Judicial Circuit of Florida for DeSoto, Manatee, and Sarasota Counties. Claims justiciable in federal court shall be in the Middle District of Florida.
- 18.5. Notice.** All notices or other communications permitted or required under this Agreement must be in writing and must be sent to the party at that party’s address set forth below or at whatever other address the party specifies in writing. Notices must be personally delivered, sent by certified or registered mail, sent by overnight courier, postage prepaid, or sent to all email addresses listed below for each party.

As to the Authority:

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

Email #1: peaceriver@regionalwater.org
Email #2: alee@regionalwater.org
Email #3: randerson@regionalwater.org

As to the Contractor:

Attention: Name, Title

Email #1: _____

Email #2: _____
Email #3: _____

- 18.6. No Construction Against Drafting Party.** Each party acknowledges that it has carefully reviewed and understands this Agreement and has had an opportunity to review it with counsel of its choosing. This Agreement shall not be construed more strongly against any party, regardless of who drafted or prepared it.
- 18.7. Communications.** The Contractor's communications with the Authority must be limited to the Authority's Project Manager and staff designated by the Project Manager. Communications with the Authority's Board Members are prohibited, except with the prior permission of the Authority's Executive Director or at a duly noticed public board meeting. Any such prohibitive communications shall be deemed to be a material breach of this Agreement by Contractor. This provision does not prohibit or limit contacts by or on behalf of the Authority Board Members with Contractor.
- 18.8. Interpretation.** All words used herein in the singular shall extend to and include the plural, and the use of any gender shall extend to and include all genders. Unless the context requires otherwise: The term "include" contemplates "including but not limited to." The terms "hereof," "herein," "hereunder" and similar terms in this Agreement refer to this Agreement as a whole and not to any particular provision of this Agreement.
- 18.9. Headings.** The captions and headings herein are for convenience of reference only and in no way define or limit the scope or content of this Agreement or in any way affect its provisions. Unless otherwise indicated, references to paragraphs include all subparts.
- 18.10. Time is of the Essence.** Time is of the essence of this Agreement and each of its provisions.
- 18.11. No Waiver.** Unless expressly stated in writing, no action taken by a party to this Agreement shall be considered a waiver by such party of compliance with any representations, warranty, duty, or responsibility under this Agreement.
- 18.12. Contest of Authority Decisions.** The Authority shall decide all questions, difficulties, and disputes of any nature whatsoever that may arise under or by reason of this Agreement, the prosecution and fulfillment of the Services called for hereunder, or the character, quality, amount, or value thereof. The decision of the Authority regarding all such claims, questions or disputes shall be final and binding if not contested by Contractor in a written notice delivered to the Authority within seven days after Contractor's receipt of written notice from the Authority concerning such decision.
- 18.13. Survival.** All express representations, indemnifications, or limitations made or given in this Agreement will survive its completion or termination for any reason.
- 18.14. Severability.** If any term of this Agreement is for any reason invalid or unenforceable, the rest of the Agreement remains fully valid and enforceable.
- 18.15. Independent Contractor.** Contractor is retained by the Authority only for the purposes and to the extent set forth in this Agreement, and its relationship with the Authority shall, during the term of this Agreement, is that of an independent contractor. Contractor shall have the discretion, subject to the requirement that it perform the services required hereunder competently and professionally in accordance with the applicable professional standards and otherwise comply with the terms of this

Agreement, to select the means and methods of performing such services. In this regard, Contractor shall be fully responsible for the employment, direction, supervision, compensation, and control of all persons employed or retained by Contractor. Neither Contractor nor Contractor's contractors, subcontractors, consultants, subconsultants, suppliers, experts or other persons or organizations retained or utilized by Contractor for the services required hereunder ("Subcontractors") will be considered by reason of the provisions of this Agreement or otherwise as being an employee or agent of the Authority. Contractor shall comply with all workers' compensation, employers' liability and other Federal, State and county and municipal laws, ordinances and regulations required of an employer performing services as herein contemplated. Provided, however, in no event will the Authority be obligated to pay Contractor any overtime or other premium pay compensation unless such overtime or premium compensation was expressly approved in writing and in advance by the Authority. Furthermore, Contractor is responsible for paying all income and employment taxes, and the Authority will not be responsible for collecting or paying withholding, FUTA, FICA or any other state or federal taxes.

18.16. Waiver of Jury Trial. To the extent permitted by applicable law, Contractor and the Authority irrevocably waive any right to trial by jury in any legal proceeding arising out of or relating to this Agreement or any of the transactions contemplated by it. Neither the Authority nor Contractor or any successor thereof will seek a trial by jury in any action or proceeding (whether at law or in equity, whether direct or collateral, whether in contract or in tort) arising out of or related to this Agreement or the relationship created by it. Neither the Authority nor Contractor shall seek to consolidate any action or proceeding in which trial by jury has been waived with any other action or proceeding in which a jury trial cannot be or has not been waived.

18.17. Force Majeure. Contractor shall not be liable for any damages, delay or failure to perform under this Agreement caused by events or circumstances beyond its reasonable control, including without limitation, an act of God, war, riot, civil commotion, explosion, fire, government action, court order, epidemic, or pandemic. Upon the cessation of the Force Majeure Event, the Contractor shall make all commercially reasonable efforts to resume performance as soon as practicable. If the Force Majeure Event continues for a period exceeding ninety (90) days, either Party may elect to terminate this Agreement without further liability, except for obligations that have accrued prior to the occurrence of the Force Majeure Event. Nothing in this clause shall relieve either party of its obligation to use reasonable diligence to mitigate the effects of a Force Majeure Event.

18.18. LIMITATION OF LIABILITY OF INDIVIDUALS. PURSUANT TO FLORIDA STATUTE SECTION 558.0035, AN INDIVIDUAL EMPLOYEE OR AGENT SHALL NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE.

The parties have caused their duly qualified representatives to execute this Agreement on the dates set forth below.

Contractor:

Firm Name

Signature

Print name

Print title

Date

Peace River Manasota Regional Water Supply Authority:

Attest:

Signature

Print name

Print title

Date

Signature

Print name

Print title

Date

Approved as to Form:

Legal Counsel

Exhibit A

Hourly Rates for Services (Labor Fee and Equipment Fee Schedules)

The Authority shall pay Contractor and Contractor agrees to accept as full compensation for the Services the hourly rates submitted in conjunction with the Request for Proposal and made part of this exhibit.

Exhibit B
(4 pages)

Contractor's Insurance Requirements and Minimum Limits

19. General Requirements.

19.1. Protection from Claims. Contractor shall purchase and maintain such commercial (occurrence form) or comprehensive general liability (occurrence form), professional liability, and other appropriate insurance, with respect to the Services required hereunder, that will provide protection from the types of claims set forth below which may arise out of or result from Contractor's performance and furnishing of the Services, whether it is to be performed by Contractor or the Subcontractors:

- 19.1.1.** Claims under workers' compensation, disability benefits and other similar employee benefit acts;
- 19.1.2.** Claims for employer's liability, including those arising under Title VII of the Civil Rights Act of 1964 and the Florida Civil Rights Act;
- 19.1.3.** Claims for damages because of bodily injury, sickness or disease, or death to any person other than Contractor's employee;
- 19.1.4.** Claims for damages insured by personal injury liability coverage which are sustained by any person as a result of a negligent or wrongful act or omission of Contractor, or any person employed by or subcontracted to Contractor;
- 19.1.5.** Claims for damages because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom;
- 19.1.6.** Claims for damages because of bodily injury or death of any person, or property damage arising out of the Contractor ownership, maintenance, operation, use or loading and unloading of any owned, hired, or non-owned motor vehicle used in connection with the Services, including employee non-Contractor ownership use; and
- 19.1.7.** Claims for damages because of bodily injury or death of any person or property damage arising out of the Contractor ownership, maintenance, operation, use or loading and unloading of any owned, hired, or non-owned aircraft and watercraft used in connection with the Services, including employee non-Contractor ownership use.

19.2. Coverage. The insurance required herein shall include the specific coverage and be written for the limits of liability and coverage provided in paragraph 13 or required by Law, whichever is greater. Where appropriate for the Services being performed, the commercial (occurrence form) or comprehensive general liability (occurrence form) insurance shall also include broad form property damage, explosion, collapse, and underground hazard coverage and independent contractor's coverage.

19.3. Contractual Liability Insurance. The commercial (occurrence form) or comprehensive general liability (occurrence form) insurance shall include contractual liability insurance applicable to all of Contractor's obligations under this Agreement that are covered by such insurance.

19.4. Subcontractors. Contractor shall ensure that all Subcontractors 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 Contractor in this Agreement unless the Authority agrees in writing, in advance of Contractor's employment of any such Subcontractor, to other types of coverage and/or lower coverage amounts. Provided however, that professional liability insurance shall not be required under this Agreement for Subcontractors, unless such party is a licensed professional. The preceding sentence does not preclude Contractor from requiring such insurance. Contractor shall be responsible for ensuring that all Subcontractors comply with all the insurance requirements contained herein relative to each such party.

20. Insurance Required and Minimum Limits. Contractor shall purchase and maintain the following specific coverages and minimum limits. All limits shall be per occurrence and in the aggregate combined single limit for all liability with following forms excess or umbrella insurance making up the difference between the policy limits of underlying policies and the total amount of coverage required.

20.1. Liability Insurance

20.1.1. General Liability

- a) Contractor shall purchase and maintain such commercial (occurrence form) or comprehensive general liability, automobile policies and other appropriate insurance for the services being performed and furnished hereunder which shall provide protection from claims set forth below which may arise out of, or result from Contractor's performance and furnishing of the services and Contractor's other obligations under the Agreement and Assignments issued hereunder.
- b) Minimum limits of \$1,000,000 per occurrence for all liability must be provided, with excess or umbrella insurance making up the difference, if any, between the policy limits of underlying policies (including employers liability required in the Worker's Compensation coverage section) and \$1,000,000 per occurrence of the total amount of coverage required. Limits of coverage shall not be less than the following for Bodily Injury, Property Damage and Personal Injury, Combined Single Limits:

General Aggregate	\$1,000,000
Each Occurrence	\$1,000,000
Personal Injury/Advertising Injury	\$1,000,000
Products Comp/Operations Aggregate	\$1,000,000

- c) Contractor liability insurance shall include contractual liability coverage sufficient to cover Contractor indemnification obligations under this Agreement. Contractor agrees to pay on behalf of the Authority, and to provide and pay for a defense for all claims covered by Contractor obligations under the indemnification provisions.

20.1.2. Excess or Umbrella Liability. Umbrella liability insurance is preferred, but an Excess Liability equivalent may be allowed in order to meet the required limits in paragraph 20.1.1. Whichever type of coverage is provided, it shall not be more restrictive than the underlying insurance policy coverages.

20.1.3. Automobile Vehicle Liability.

- a) Coverage shall be maintained as to the business use of all its owned, non-owned, leased, employee non-ownership, or hired vehicles with limits of not less than: Bodily Injury & Property Damage Liability \$1,000,000, Combined Single Limit Each Accident.
- b) If Contractor has no owned, non-owned, leased or hired vehicles, a letter from Contractor so stating must be included with the Certificate of Insurance.

20.1.4. Watercraft/Aircraft Liability. If Contractor's provision of services involves utilization of watercraft or aircraft, watercraft and/or aircraft liability coverage must be provided to include bodily injury and property damage arising out of ownership, maintenance or use of any watercraft or aircraft, including owned, non-owned and hired.

20.2. Workers Compensation Coverage. Contractor shall purchase and maintain workers' compensation insurance for all workers' compensation obligations imposed by state law and employers' liability limits with minimum limits per accident in accordance with statutory requirements.

20.2.1. Contractor and its Subcontractors shall purchase workers' compensation insurance for all its employees regardless of the number of employees they have and regardless of any other exemptions. Florida law permits employers who may be exempt from purchase of coverage to waive their exemptions and purchase the coverage voluntarily. The Authority requires Contractor and all the Subcontractors to voluntarily purchase this coverage.

20.2.2. Contractor and the Subcontractors shall also purchase any other coverages required by law for the benefit of employees.

21. Additional Requirements.

21.1. Contractor shall not commence or continue to perform any Services unless Contractor has in full force and effect all required insurance, and until Contractor has delivered to the Authority all insurance certificates required hereunder evidencing the specific insurance coverage required, nor shall any payment for Services performed become due and payable until Contractor has delivered all such certificates to the Authority. Contractor shall not permit any Subcontractor to perform any portion of the Services unless such Subcontractor has complied with the insurance requirements, including the workers' compensation and general liability insurance requirements, contained herein.

21.2. 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. All insurers shall have an "A" policyholder's rating and a financial rating of at least Class IX in accordance with the most current Best's rating. Contractor shall provide the Authority with financial information concerning any self-insurance fund insuring Contractor. At the Authority's option, a Best's rating or Self-Insurance Fund financial information may be waived.

21.3. As evidence of the insurance coverages required by this Agreement, Contractor shall provide the Authority certificates of insurance evidencing the specific policies issued, the limits of

coverage afforded, and the specific endorsement provided.

- 21.4.** All the policies of insurance so required of Contractor, except workers' compensation insurance, shall be endorsed to include as additional insureds: the Authority, its directors, officers, employees, representatives, agents, and volunteers. 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. 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. The cross-liability clause does not increase the limits of liability or aggregate limits of the policy.
- 21.5.** 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.
- 21.6.** Approval of the insurance by the Authority shall not relieve or decrease the liability of Contractor hereunder. Further, Contractor acknowledges that any such acceptance by the Authority shall not be deemed to be an acknowledgement that Contractor has satisfied its insurance obligations hereunder. Contractor acknowledges and agrees that the Authority does not in any way represent that the insurance (or the limits of insurance) specified in this paragraph is sufficient or adequate to protect Contractor's interests or liabilities, but are merely minimums.
- 21.7.** Should any coverage approach expiration during the period in which it is to remain in full force and effect, it shall be renewed by Contractor prior to its expiration, and a certificate of insurance again filed with the Authority at least fourteen (14) days prior to coverage renewal.
- 21.8.** 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 canceled, 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, for reasons other than non-payment. Contractor shall give notice to the Authority within (24) hours of any oral or written notice of adverse change, non-renewal, or cancellation, including those related to non-payment.
- 21.9.** All insurance required hereunder shall remain in full force and effect throughout the entire term of this Agreement.
- 21.10.** Contractor shall, upon request by the Authority, deliver to the Authority a copy of each insurance policy purchased by Contractor as required in this Agreement.
- 21.11.** All policies, except for workers' compensation, 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, representative or agents. Nothing contained in these insurance requirements is to be construed as limiting the liability of Contractor or Contractor's insurance carriers. Further, Contractor hereby waives its right of recovery against the Authority with respect to any matter covered by any insurance maintained by Contractor.

Exhibit C
Contractor Request for Proposal