

**AGREEMENT FOR GENERAL PROFESSIONAL SERVICES FOR WATER FACILITY  
INSTRUMENTATION AND CONTROL SYSTEMS AND  
LOW/MEDIUM DUTY ELECTRICAL BETWEEN  
PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY  
AND GRAY MATTER SYSTEMS, LLC**

The Agreement is made this 1<sup>st</sup> day of December, 2021 (“Effective Date”) between the PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY, an independent special district created pursuant to Section 373.1962, Florida Statutes, now found in Section 373.713, Florida Statutes, and Section 163.01, Florida Statutes, acting by and through its governing Board of Directors, hereinafter referred to as the “Authority”, whose address is 9415 Town Center Parkway, Lakewood Ranch, Florida 34202, and GRAY MATTER SYSTEMS, LLC, hereinafter referred to as “Consultant”, whose address is 100 Global View Dr, Suite 200, Warrendale, PA 15086. Authority and Consultant are sometimes referred to herein individually as a “Party” and collectively as the “Parties.”

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

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

WHEREAS, the Authority desires to retain a Consultant to provide Professional Instrumentation and Control Systems and Low/Medium Duty Electrical Services, hereinafter defined, that may include but are not limited to: providing general professional services for instrumentation and control and low/medium duty industrial electrical systems associated with the Authority’s drinking water treatment, storage, and transmission facilities; and

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

WHEREAS, Consultant desires to render Professional Instrumentation and Control Systems and Low/Medium Duty Electrical Services to the Authority, and has the experience, staff and resources to perform those services.

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

### **SECTION 1. DEFINITIONS**

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

- A. "Agreement" – This written document and the Agreement Documents set forth in Section 7 hereof, as it may be amended from time to time.
- B. "Professional Instrumentation and Control Systems and Low/Medium Duty Electrical Services" – professional instrumentation and control systems and low/medium duty electrical services to be provided by Consultant to the Authority from time-to-time, generally consisting of (but not limited to): general professional services for instrumentation and control and low/medium duty industrial electrical systems associated with the Authority's drinking water treatment, storage, and transmission facilities.
- C. "Fee Schedule" – Schedule showing billing rates for Consultant's various personnel classifications, equipment and specific tasks that serves as a basis for budget development on tasks within the Scope of Services, and which is included as Exhibit "B" in the Agreement.

- D. “Scope of Services” – Specific tasks and duties to be conducted by Consultant within a pre-determined timeframe for a specified fee to meet a defined objective, collectively comprising a Work Order and also known as the “Project”.
- E. “System” – All real property, interest in real property, fixtures, personal property, wells, buildings, treatment systems, pumps, pipelines, storage facilities, reservoirs, aquifer storage and recovery facilities and appurtenant or associated facilities of the Authority used in the storage, treatment and delivery of water to Authority customers.
- F. “Submittal” – Drawings, maps, tests, samples, applications, progress schedules and other schedules, progress reports and other reports, and any other documents required for submission by the Agreement.
- G. “Work Order”– An individual work assignment to be conducted by Consultant at the direction of the Authority, consisting of single or multiple tasks completed within a pre-determined timeframe for a pre-approved fee, including a Scope of Services, which is also known as the “Project”.

## **SECTION 2. ENGAGEMENT OF CONSULTANT**

The Authority hereby agrees to engage Consultant, and Consultant hereby agrees to perform Professional Instrumentation and Control Systems and Low/Medium Duty Electrical Services, as directed by the Authority. Key personnel and subconsultants/consultants shall not be assigned to or removed from the Project by Consultant without the prior written approval of the Authority. Both Parties agree that replacement of key personnel and subconsultants must be with equal or more qualified persons, and must be approved by the Authority before a new member works on a Project. Notwithstanding, the Authority and Consultant may assign other individuals to serve as key personnel for particular Work Orders.

**SECTION 3. WORK ORDERS, SCOPE OF SERVICES AND THE CONSULTANT'S RESPONSIBILITY**

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

- A. Consultant shall secure at its own expense, all personnel, facilities, and equipment required to perform the services necessary to complete each Work Order.
- B. Consultant shall maintain an adequate and competent professional staff appropriately certified/licensed and operating within the State of Florida.
- C. Consultant shall designate in writing a single representative with whom the Authority shall coordinate. This representative shall have the authority to transmit instructions, receive information, and interpret and deliver Consultant's policies, opinions and decisions related to each assigned Work Order.
- D. Consultant shall secure all licenses or permits required by law for the completion of assigned Work Orders and shall be in compliance with all federal, state and local law, statutes, rules, regulations, ordinances, orders and decisions in effect at the time of the execution of the Agreement and during the time of performance of a Work Order.
- E. Consultant shall, at all times, keep the Authority advised as to the status of each Work Order including, but not limited to, the progress on individual tasks within the Scope of

Services. The Authority and its authorized representatives shall have the right to visit any work site and the office of Consultant at any reasonable time for purposes of inspection.

- F. Consultant shall cooperate with other consultants, construction contractors, and suppliers retained by the Authority as needed.
- G. The Authority shall have the right during the three (3) year period following the expiration or termination of the Agreement to audit Consultant with regard to any financial matters in connection with the services provided under this Agreement. The requested audit shall be performed by a certified public accountant selected and paid for by the Authority. Consultant shall make all documents and data available to the Authority or its designated auditor. Consultant may have the audit reviewed by Consultant's auditor at Consultant's expense.
- H. Work Orders issued in accordance with this Agreement are limited to projects in which the estimated construction cost of each individual project under the contract does not exceed \$4,000,000 and the estimated electrical cost of each individual project under the contract does not exceed \$75,000. Additionally, Work Orders issued in accordance with this Agreement for a study activity must not exceed \$500,000 for professional services fees for each individual study under this Agreement.
- I. If applicable, any list of items required to render complete, satisfactory, and acceptable the construction services purchased by the Authority for a Work Order must be completed pursuant to Section 218.735, Florida Statutes, as amended.

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

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

- A. To designate the Authority's Executive Director to act on the Authority's behalf with respect to all matters relating to the assigned Work Orders. The Executive Director shall have complete authority to issue Work Order(s) up to the applicable dollar limits established in the Authority's current Procurement Policy; transmit instructions; receive information; approve invoices and authorize payments thereon; and interpret and define Authority's policies and decisions with respect to materials, elements, subconsultants, key personnel and systems pertinent to Consultant's services. Notwithstanding, this Paragraph A. may not be amended by a Work Order.
- B. To provide, within a reasonable amount of time from request of Consultant, existing data, plans, reports and other information in the Authority's possession or under the Authority's control that are necessary or may be helpful to Consultant in performance of their duties, and to provide full information regarding requirements of the Work Orders, including objectives, budget constraints, criteria and other pertinent requirements.
- C. To furnish required information and services and render approvals and decisions as expeditiously as necessary for the orderly progress of Consultant's services.
- D. If applicable, the Authority will develop any list of items required to render complete, satisfactory, and acceptable the construction services provided pursuant to Section 218.735, Florida Statutes, as amended.

**SECTION 5. TIME OF PERFORMANCE**

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

## **SECTION 6. COMPENSATION**

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

- A. Compensation for each Work Order approved by the Authority Board of Directors or Executive Director pursuant to the Authority's Procurement Policy shall be established based on the Fee Schedule(s) in Exhibit "B" and tasks included in the Scope of Services. Individual tasks in a Scope of Services may be compensated as either lump-sum or time-and-materials as negotiated between Consultant and the Authority and provided for in the Scope of Services. Final payments in all cases will be subject to successful completion of a Work Order and the Authority's acceptance of tasks and project schedule, in accordance with the terms of this Agreement and the Work Order. The Fee Schedule(s) in Exhibit "B" may be adjusted based upon written approval by the Executive Director.
- B. The fair and reasonable expenses of the Consultant necessarily incurred in the performance of the duties herein described and agreed to by the Authority shall, upon proper invoice and detail, be paid by the Authority, at actual cost with no mark-up. The Authority shall also pay out-of-pocket expenses, at actual cost with no mark-up, incurred by Consultant for the Authority relating to the Work Order activities, and agreed to by the Authority's Executive Director. Expenses, which may be incurred by the Consultant for travel or hotels, must be pre-approved by the Authority's Executive Director and, if pre-approved, will be reimbursed in accordance with Exhibit "C", Authority Resolution 2018-01 *Resolution Establishing Per Diem and Travel Expenses* (or latest revision). This paragraph supersedes any conflicts that may occur with Exhibit "B".

- C. Consultant shall prepare and submit to the Authority's Executive Director for approval monthly invoices for the services rendered and expenses incurred pursuant to completion of each Work Order. All invoices shall be on a calendar month basis. Invoices must be submitted to the Executive Director, or the Executive Director's designee, by the 20<sup>th</sup> day of the month for work completed the previous month. Payment shall be made in accordance with Section 6, Paragraph A from the date when the invoice is stamped as received by the Authority unless payment is not approved by the Executive Director pursuant to Section 6, Paragraph D. All invoices shall be accompanied by a report identifying the nature and progress of the services performed and in a format approved by the Executive Director, or the Executive Director's designee.
- D. The Authority reserves the right to withhold payment to Consultant for failure to perform services in accordance with the provisions of the Agreement and Work Order and the Authority shall promptly notify Consultant if any invoice or report is found to be unacceptable and will specify the reasons therefore.
- E. Consultant shall have the right to suspend services under the Agreement if an invoice becomes delinquent. "Delinquent" shall be defined as an invoice not being paid within sixty (60) days from receipt thereof by the Authority. Consultant's right to suspend services does not become effective if the Authority has withheld payment of an invoice for cause.
- F. Disputes regarding a monthly invoice and/or report shall be resolved pursuant to Section 218.76(2), Florida Statutes, as may be amended.
- G. The Authority may, in addition to other remedies available at law or equity, retain such monies from amounts due Consultant as may be necessary to satisfy any claim for damages,

penalties, costs and the like asserted by or against the Authority. The Authority may set off any liability or other obligation of the Consultant or its affiliates to the Authority against any payments due the Consultant under any agreement with the Authority.

#### **SECTION 7. AGREEMENT DOCUMENTS**

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

- A. Consultant's July, 2021 Statement of Qualifications, attached hereto as Exhibit "A",
- B. Fee Schedule, attached hereto as Exhibit "B",
- C. Authority Resolution 2018-01 *Resolution Establishing Per Diem and Travel Expenses*, (or latest revision) attached hereto as Exhibit "C",
- D. Certificate of Insurance, attached hereto as Exhibit "D", and
- E. Any written amendments, modifications, Work Orders or addenda to the Agreement.

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

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

- A. Unless otherwise provided by the Authority, Consultant will provide the Authority with hard and electronic copies of any and all reports, models, studies, maps or other documents ("Documents") resulting from a Work Order at no cost to the Authority. All original documents prepared by Consultant are instruments of service and shall be the property of the Authority. The use of data gathered under the Agreement shall be restricted and limited to the purposes of the Agreement, excluding the data in the public domain, and shall not be used in connection with other contracts or for other clients of Consultant without written

permission of the Authority. All electronic copies, including copies of electronic media used to store data, shall be provided to the Authority in a format specified by the Authority that is suitable for hard copy print out. Reports, documents and maps obtained from other agencies in the course of executing a Work Order shall be considered the property of the Authority and will be delivered by Consultant to the Authority upon the Authority's request and completion of each Work Order.

- B. The documents, drawings, technical data and working papers obtained or generated under the Agreement, including Documents described in Section 8, Paragraph A above, shall be maintained by Consultant and made available to the Authority upon request by the Authority at all times during the term of the Agreement and for five (5) years thereafter. Consultant shall deliver to the Authority, at no cost, copies of such Documents or reports the Authority obtained or generated under the Agreement.
- C. All tracings, plans, specifications, maps, plats, evaluations, reports, models, and technical data, including working papers prepared or obtained under the Agreement, shall become the property of the Authority without restriction or limitation of use, and shall be made available, upon request, to the Authority at any reasonable time. Consultant may retain copies thereof for their files and internal use. Any use by the Authority of such materials obtained under the Agreement for any purpose not within a Work Order pursuant to the Agreement or use of incomplete materials obtained from Consultant by the Authority shall be made at the risk of the Authority and made without liability to Consultant. However, this does not constitute a disclaimer of the professional competency of the original work as used within a Work Order.

- D. All final plans, contract documents, reports and/or such other documents that are required by Florida Law to be endorsed and are prepared by Consultant in connection with a Work Order shall bear the certification of a person in the full employment of Consultant or duly retained by Consultant, and duly licensed and with current registration in the State of Florida in the appropriate professional category.
- E. Consultant shall make any patentable product or result of the Work Order and Scope of Services and all associated information, design, specifications, data, and findings available to the Authority. No material prepared in connection with the Work Order will be subject to copyright by Consultant. The Authority shall have the right to publish, distribute, disclose and otherwise use any material prepared by Consultant pursuant to the Agreement or any assigned Work Orders. Any use of materials or patents obtained by the Authority under the Agreement for any purpose not within a Work Order pursuant to the Agreement shall be at the risk of the Authority. However, this does not constitute a disclaimer of the professional competency of the original work as used within a Work Order. At the Authority's discretion, whenever any renderings, photographs of renderings, photographs of model, or photographs of the Work Order products are released by the Authority for publicity, proper credit for shall be given to Consultant, provided the giving of such credit is without cost to the Authority.
- F. For a period of five (5) years after the completion of the term of a Work Order, Consultant agrees to provide the Authority with copies of any documents and additional materials in its possession resulting from the performance of the Agreement or a Work Order at no cost. However, this provision shall not be considered a waiver of any claim of attorney/client privilege to which Consultant is entitled.

- G. Consultant shall not publish, copyright, or patent any of the data furnished or developed pursuant to the Agreement or any assigned Work Order without first obtaining the Authority's written consent.
- H. Consultant shall comply with the provisions of Chapter 119, Florida Statutes (Public Records Law), as amended. In addition to this Agreement's requirements and as required by Section 119.0701(2), Florida Statutes, as amended, the Consultant shall (1) keep and maintain public records that ordinarily and necessarily would be required by the Authority in order to perform the service; (2) provide the public with access to public records on the same terms and conditions that the Authority would provide the records and at a cost that does not exceed the cost provided by law; (3) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and (4) meet all requirements for retaining public records and transfer, at no cost to the Authority, all public records in possession of the Consultant to Authority upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records requirements. All records stored electronically must be provided to the Authority in a format that is compatible with the information technology systems of the Authority. Pursuant to Subsection 119.071(3)(b), Florida Statutes, as amended, building plans, blueprints, schematic drawings, and diagrams, including draft, preliminary, and final formats, which depict the internal layout and structural elements of a building, water treatment facility or other structure owned or operated by the Authority are exempt from the inspection, examination and duplication of public records provisions of Subsection 119.07(1), Florida Statutes, and Subsection 24(a), Article I of the State Constitution. Information made exempt by

Subsection 119.071(3)(b), Florida Statutes, as amended, may only be disclosed to other governmental entities if disclosure is necessary for the receiving entity to perform its duties and responsibilities; to licensed architects, engineers, or Consultants who are performing work on or related to the building or other structure; or upon a showing of good cause before a court of competent jurisdiction. Entities or persons receiving such information are required to maintain the exempt status of the information. Consultant agrees to include the above provision in all agreements with subconsultants that are related to the Consultant's performance under this Agreement, and to which the provisions of Chapter 119, Florida Statutes, also apply. Consultant shall also notify the Authority within forty-eight (48) hours of receipt of a public records request under Chapter 119, Florida Statutes.

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

#### **SECTION 9. STANDARD OF PERFORMANCE**

Consultant shall perform and complete Work Orders in a timely manner and in accordance with the standard of care, skill and diligence customarily provided by an experienced professional organization rendering the same services, and in accordance with sound principles and practices. The Authority shall decide all questions, difficulties and disputes of any nature whatsoever that

may arise under or by reason of the Agreement, the prosecution and fulfillment of the services called for hereunder, or the character, quality, amount, or value thereof. The decision of the Authority upon all such claims, questions, or disputes shall be reasonable and in adherence with sound principles and practices applicable to the professional services.

#### **SECTION 10. CONSULTANT'S ACKNOWLEDGEMENTS AND REPRESENTATIONS**

Consultant acknowledges and explicitly represents to the Authority the following:

- A. Consultant is duly authorized to conduct business in the State of Florida.
- B. In connection with the services to be performed under the Agreement, Consultant will abide by and assist the Authority in satisfying all applicable federal, state and local laws, rules, regulations and guidelines (including but not limited to the Americans with Disabilities Act) relative to performance under this Agreement. Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, sex, handicap, disability, marital status or national origin. Consultant will obtain and maintain all permits and licenses necessary for its performance under this Agreement.
- C. Consultant recognizes that:
  - 1. Authority is contractually obligated to furnish potable water to the Authority's customers who have an immediate need for such water;
  - 2. The performance of the services as provided pursuant to Work Orders may interface with work performed by others;
  - 3. Utilization of the services under the Agreement for the purposes intended may require that Consultant coordinate the Project with other ongoing projects by the Authority;

4. During the construction associated with any assigned Work Order, Consultant shall coordinate Work Order tasks with the Authority in order to minimize interference with the Authority's customers; and
  5. Authority may suffer financial loss if the services are not completed within the time periods set forth in a Work Order, or any extensions thereof.
- D. Consultant has familiarized itself with the nature and extent of the Agreement, services expected to be performed under the Agreement, and federal, state and local laws, statutes, rules, regulations, ordinances, orders and decisions, that may affect Consultant's performance of the Agreement.
  - E. Consultant has reviewed the Agreement (including its Exhibits) and all available information and data shown or indicated in the Agreement and has given the Authority written notice of all conflicts, errors, ambiguities, or discrepancies that it has discovered in the Agreement or information or data, and the written resolution thereof by the Authority is acceptable to Consultant.
  - F. Consultant shall obtain and review all information and data that relates to each Work Order or which Consultant may reasonably anticipate may affect cost, scheduling, progress, performance or furnishing of the Scope of Services, including, but not limited to, information and data indicated in the Agreement or related to work under separate contracts, to the extent such work may interface with Consultant's services provided pursuant to the Agreement.
  - G. Consultant recognizes and acknowledges that the time for the performance of each Work Order is of the essence in the Agreement.

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

- A. The Authority shall have the absolute right to terminate or suspend any Work Order, at any time and for any reason upon reasonable notice, and such action on its part shall not be deemed a default or breach of the Agreement. Suspensions or termination of a Work Order or services in this Agreement by the Authority shall be in writing.
- B. If Consultant is of the opinion that any service the Authority directs it to perform substantially increases the services of Consultant beyond the original Scope of Services of the Work Order (“Extra Services”), Consultant shall, within ten (10) days of such direction, notify the Authority in writing of this opinion. The Authority shall, within twenty (20) days after receipt of such notification, fairly judge as to whether or not such service in fact increases the services of Consultant beyond the Scope of Services in the Agreement and constitutes Extra Services. If the Authority determines such service does constitute Extra Services, it shall provide extra compensation to Consultant negotiated by the Authority and Consultant based upon the provisions of Section 6 above.
- C. In the event a Work Order project is entirely or partly suspended, delayed, or otherwise hindered by any cause whatsoever, Consultant shall make no claims for additional compensation or damages owing to such suspensions, delays or hindrances. Such suspensions, delays or hindrances may only be compensated for by an extension of time to complete the Work Order. Any approval or consent to such an extension of time is at the sole and absolute discretion of the Authority; however, such extension shall not operate as a waiver of any other rights of the Authority. Upon resumption of the Work Order, Consultant shall resume its service until the Scope of Services is completed in accordance with the Work Order.

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

## **SECTION 12. SUBCONSULTANTS**

Consultant shall not subcontract, assign, or transfer the Agreement or any work or services specifically authorized in the Agreement without the prior written consent of the Authority, which consent may be withheld in the Authority's sole and absolute discretion. Consultant shall be solely responsible for the employment, direction, supervision, compensation and control of any and all subconsultants, experts or other persons employed by Consultant. Consultant shall cause all subconsultants, experts or other persons employed by Consultant to abide by the terms and conditions of the Agreement and Work Orders, and all applicable laws as their work or services affect the Authority. Consultant shall not permit any subconsultant, supplier or other person or

organization to perform work or services unless such subconsultant, supplier or other person or organization has complied with the workers' compensation insurance requirements contained in Section 14 herein. Nothing in this Agreement shall be construed to create, or be implied to create, any relationship between the Authority and any subconsultant of the Consultant.

### **SECTION 13. INDEPENDENT CONSULTANT**

Neither the Authority nor any of its employees shall have any control over the conduct of Consultant or any of Consultant's employees, subconsultants or agents, except as herein set forth, and Consultant expressly warrants not to represent at any time or in any manner that Consultant or Consultant's agents, subconsultants or employees are in any manner agents, subconsultants or employees of the Authority. It is understood and agreed that Consultant is, and shall at all times remain as to the Authority, a wholly independent Consultant and that Consultant's obligations to the Authority are solely as prescribed by the Agreement. Nothing contained in this Agreement will be deemed or construed by the Parties or by any third person to create the relationship of principal and agent or of partnership or of joint venture or of any association between the Authority and the Consultant.

### **SECTION 14. INSURANCE**

- A. The Consultant must maintain during the entire term of this Agreement, insurance in the following kinds and amounts with a company or companies authorized to do business in the State of Florida and shall not commence work under this Agreement until the Authority has received an acceptable certificate of insurance showing evidence of such coverage.
- B. The amounts and types of insurance shall be appropriate for the services being performed by the Consultant, its employees or agents and must conform to the following minimum requirements:

1. Workers' Compensation. Coverage must apply for all employees and subconsultants with statutory limits in compliance with the applicable state and federal laws. In addition, the policy must include the following:
  - a. Employer's Liability with a minimum limit per accident in accordance with statutory requirements.
  - b. Notice of Cancellation and/or Restriction. The policy must be endorsed to provide Authority with thirty (30) days written notice of cancellation and/or restriction.
  - c. Consultant(s) must be in compliance with all applicable state and federal workers' compensation laws.
  
2. Commercial or Comprehensive General Liability. Coverage must include:
  - a. \$1,000,000.00 combined limit per occurrence for bodily injury, personal injury and property damage.
  - b. Contractual coverage applicable to this specific contract, including any hold harmless and/or indemnification agreement, broad form property damage, explosion, collapse, and underground hazard coverage and independent Consultant's coverage.
  - c. Additional Insured. Authority is to be specifically included as an additional insured.
  - d. Notice of Cancellation and/or Restriction. The policy must be endorsed to provide Authority with thirty (30) days written notice of cancellation and/or restriction.
  
3. Comprehensive Automobile Liability. Coverage must be afforded on a form no more restricted than the latest edition of the Comprehensive Automobile Liability Policy filed by the Insurance Services Office and must include:
  - a. \$1,000,000.00 combined single limit per accident for bodily injury and property damage.
  - b. Owned Vehicle.
  - c. Hired and Non-Owned Vehicles.
  - d. Employee Non-Ownership.
  - e. Additional Insured. Authority is to be specifically included as additional insured.
  - f. Notice of Cancellation and/or Restriction. The policy must be endorsed to provide Authority with thirty (30) days written notice of cancellation and/or restriction.
  
4. Professional Liability. Coverage must include:
  - a. Minimum limit of \$1,000,000 per occurrence or claim of malpractice, negligence, error and omissions.
  - b. Minimum limit of \$1,000,000 in the aggregate for claims of malpractice, negligence, error and omissions.

- c. Notice of Cancellation and/or Restriction. The policy must be endorsed to provide Authority with thirty (30) days written notice of cancellation and/or restriction.
- 5. Cyber Liability. Including Liability for Data Breach, Media Content, Privacy Liability and Network Security for third parties. Retro-date: prior to commencement of job
  - a. Limits of Liability, each occurrence \$1,000,000
- C. Consultant must deliver to the Authority Certificates of Insurance evidencing the insurance coverage specified in this Section 14 prior to commencing work under the Agreement. The required Certificates of Insurance not only shall name types of policies provided but also shall refer specifically to the Agreement.
- D. Insurance coverage shall be placed with insurers or self-insurance funds, satisfactory to the Authority, licensed to do business in the State of Florida and with a resident agent designated for the service of process. Consultant shall provide the Authority with financial information concerning any self-insurance fund insuring Consultant. At the Authority's option, self-insurance fund financial information may be waived.
- E. All the policies of insurance so required of Consultant, except workers' compensation and professional liability, shall be endorsed to include as additional insureds: the Authority, its directors, officers, employees and agents. Such insurance policies shall include or be endorsed to include a cross liability clause so the additional insureds will be treated as if a separate policy were in existence and issued to them. If the additional insureds have other insurance, which might be applicable to any loss, the insurance required of Consultant shall be considered primary, and all other insurance shall be considered excess. The cross liability clause does not increase the limits of liability or aggregate limits of the policy.

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

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

#### **SECTION 15. INDEMNIFICATION OF THE AUTHORITY**

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

as set forth in Section 14 herein. This indemnification shall survive the termination of this Agreement and shall be binding on the Consultant and its successors or assignees.

**SECTION 16. TERM OF AGREEMENT**

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

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

- A. The Agreement may be terminated by the Authority, with or without cause, upon ten (10) days written notice to the Consultant. Termination will be effective on the date provided in the notice. In the event of termination under this section, the Consultant shall be entitled to compensation for all services provided to the Authority up to the date of termination, which are within the Scope of Services as provided in the Work Order, and are allowed under this Agreement. If the Agreement is so terminated, Consultant must promptly deliver to the Authority copies of all then completed deliverable items and all tracings, drawings, survey notes and other documents that directly support the deliverables prepared by Consultant.
- B. In the event the Agreement should be terminated by Authority or Consultant, the duties and obligations of Consultant under the following provisions shall survive termination and continue in full force and effect:
1. Section 3(G) and 11(F), regarding Audits;
  2. Section 8, regarding Project Documents and Data;

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

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

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

convenience of the Authority. The rights and remedies in this provision are in addition to any other rights and remedies provided by law or this Agreement.

- B. Unless specifically waived by the Authority, the Consultant's failure to timely comply with any obligation in this Agreement or Work Order shall be deemed a breach of this Agreement and the expenses and costs incurred by the Authority, including attorney fees and costs, and attorney fees and costs on appeal, due to said breach shall be borne by the Consultant. Additionally, the Authority shall not be limited in recovery by the terms of this Agreement but may avail itself of any and all rights or remedies it may be entitled to under Florida law for any breach of this Agreement.
- C. A waiver, at any time, by the Authority of Consultant's breach of, or default in, any of the terms, provisions and obligations of this Agreement will not be construed to be a waiver of any other terms, provisions and obligations hereof or a waiver of any breach or default other than specifically waived. The Authority's failure at any time to compel a fulfillment of any one or more of the terms, provisions or obligations under this Agreement will not be construed to be a waiver of Authority's right thereafter to enforce any such right. No waiver by the Authority will be deemed to have been made unless expressed in writing and signed by the Authority.

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

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

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

#### **SECTION 20. PROHIBITION AGAINST CONTINGENCY FEES**

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

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

- A. Consultant certifies that wage rates and other factual unit costs included in the Fee Schedule are accurate, complete and current as of the Effective Date. Fees, prices, and all other information provided in Exhibit "B" shall be adjusted to exclude any significant sums by which the Authority determines the Agreement Fee Schedule or Work Order price was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. Any such adjustments will be made within one (1) year following the end of this Agreement.
- B. Pursuant to Subsections 287.133(2) and (3), Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime

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

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

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

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

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

#### **SECTION 24. NO THIRD PARTY BENEFICIARY**

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

**SECTION 25. DISPUTE RESOLUTION**

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

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

- A. The Agreement is to be construed and governed in accordance with the laws of the State of Florida. The sole and exclusive venue for any litigation resulting out of the Agreement shall be in Manatee County, Florida, and if in federal court, shall be exclusively in the Middle District of Florida, Tampa Division. Consultant hereby expressly waives any right it has to object to the venue of any action commenced in any courts in Manatee County, Florida or the Middle District of Florida, Tampa Division.
- B. Should either Party employ an attorney or attorneys to enforce any of the provisions of this Agreement, or to protect its interest in any matter arising under this Agreement, or to recover damages for the breach of this Agreement, the Party prevailing is entitled to receive from the other Party all reasonable costs, charges and expenses, including attorneys' fees, expert witness fees, fees and costs on appeal, and the cost of paraprofessionals working under the supervision of an attorney, expended or incurred in connection therewith,

whether resolved by out-of-court settlement, arbitration, pre-trial settlement, trial or appellate proceedings, to the extent permitted under Section 768.28, Florida Statutes. This paragraph does not constitute a waiver of the Authority's sovereign immunity or extend the Authority's liability beyond the limits established in Section 768.28, Florida Statutes.

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

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

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

Pursuant to Section 287.135, Florida Statutes, as amended, a company that, at the time of bidding or submitting a proposal for a new contract or renewal of an existing contract, is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, Florida

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

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

Pursuant to Subsection 287.134(2)(a) and (3)(a), Florida Statutes, an entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases or real property to a public entity; may not be awarded or perform work as a Consultant, supplier, subconsultant, or consultant under a contract with any public entity; and may not transact business with any public entity. By execution of this Agreement, Consultant certifies that it is not on the discriminatory vender list.

**SECTION 30. CONFLICT OF INTEREST**

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

**SECTION 31. NOTICES**

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

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

If to the Contractor: Gray Matter Systems, LLC  
100 Global View Dr, Suite 200  
Warrendale, PA 15086  
Attention: Mandy Urey, COO

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

**SECTION 32. EXTENT OF AGREEMENT**

A. The Agreement represents the entire and integrated agreement between the Authority and Consultant and supersedes all prior negotiations, representations or agreement, either written or oral for services under a blanket agreement of this nature. This Agreement in no way is connected with nor affects separate agreement(s) arrived at through formal

solicitation for professional services associated with large, dedicated capital improvement projects as may be awarded by the Authority Board of Directors.

- B. Except as is provided for in Section 11 hereof, the Agreement may only be amended, supplemented, modified, changed or cancelled by a written instrument duly executed by both Parties.
- C. Consultant shall cooperate with the Authority in making any reasonable changes to the Agreement.

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

Consultant and its subconsultants/consultants warrant compliance with all federal immigration laws and regulations that relate to their employees. Consultant agrees and acknowledges that the Authority is a public employer that is subject to the E-Verify requirements as set forth in Section 448.095, Florida Statutes, and that the provisions thereof apply to this Agreement. Consultant by entering into this Agreement with the Authority, certifies: (i) it is registered with and uses the E-Verify system operated by the U.S. Department of Homeland Security to verify the work authorization status of all newly hired employees, (ii) during the year prior to making its submission or entering into this Agreement, no contract of Consultant was terminated by a public employer in compliance with Section 448.095, Florida Statutes, and (iii) Consultant is and shall remain in compliance with Sections 448.09 and 448.095(2), Florida Statutes, including securing and maintaining subconsultant affidavits as required by Section 448.095(2)(b), Florida Statutes. The Authority's receipt of proof that Consultant and each subconsultant performing through Consultant are E-Verify system participants is a condition precedent to entering this Agreement. Notwithstanding the provisions of SECTION 17., TERMINATION OF AGREEMENT BY THE AUTHORITY/SURVIVAL, or SECTION 18., DEFAULT/REMEDIES herein, if the Authority

has a good faith belief that Consultant or its subconsultants/contractors have knowingly hired, recruited, or referred an alien who is not duly authorized to work by the immigration laws or the Attorney General of the United States for employment under this Agreement, the Authority shall terminate this Agreement. Consultant shall be liable for any additional costs incurred by the Authority as a result of the termination of this Agreement based on the failure of Consultant or its subconsultants/contractors to comply with the E-Verify requirements referenced herein.

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

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

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

This Agreement may be amended from time to time provided the Authority and the Consultant mutually agree to such amendment, and the amendment is stated in writing, executed by both Parties; provided, however, that Authority may review and modify the terms and conditions of this Agreement at any time during the term as deemed necessary by the Authority for the following reasons including, but not limited to:

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

**SECTION 36. COUNTERPARTS**

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

**SECTION 37. COMPUTATION OF TIME**

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

**SECTION 38. TIME OF ESSENCE**

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

**SECTION 39. HEADINGS AND CAPTIONS**

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

(Remainder of page intentionally left blank)

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

**PEACE RIVER MANASOTA  
REGIONAL WATER SUPPLY AUTHORITY**

ATTEST:

BY: Rachel Kerst

Mike Coates 11-23-2021  
Mike Coates, P.G. Date  
Executive Director

WITNESS:

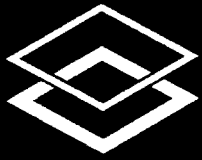
BY: Lee Ann Cimperman  
Lee Ann Cimperman

Mandy Wey 11/12/2021  
Contractor (Name & Title) Date  
Mandy Wey, COO

PREPARED BY AND APPROVED  
AS TO FORM BY:

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

**EXHIBIT A**  
**(Consultant Statement of Qualification)**



**GRAYMATTER**

# **Statement of Qualifications for General IC&E Professional Services**

PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY  
July 15, 2021



# Professional Services

**Request for Qualifications:** Peace River Manasota Regional Water Supply Authority, General Professional Services for Water Facility Instrumentation and Control Systems

**GrayMatter Opportunity:** 252382

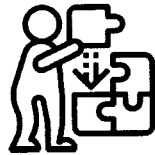
GrayMatter is pleased to respond to your Request for Qualifications with the following.

At GrayMatter, our goal is to transform operations and empower people. As digital transformations in every industry are underway, we help some of the biggest companies in the world harness data and use it to work smarter. They lean on us to protect and connect their critical assets with their people, so every operator is empowered to be the best operator.



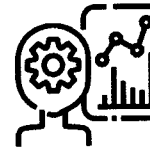
## CONSULTING

We're a services-first company that starts with your problem and works backwards to help you fix it.



## IMPLEMENTATION

We help your people and your industrial assets become smarter and more visible.



## TECHNOLOGY CURATION

We focus on co-innovation and curating the best process and technology to drive industrial, digital transformations.

We provide specialized domain knowledge in food & beverage, steel, manufacturing, water, wastewater, energy, and mobile workforce and OEM applications. We work with leading food and beverage companies like T. Marzetti and manufacturers including Procter and Gamble and PPG Industries. We co-innovate with progressive water utilities like the City of Cincinnati and disruptive energy companies like CNX.

Thank you for your confidence in GrayMatter. We look forward to working with you soon. If I can be of further assistance, please do not hesitate to contact me at 239.351.0882.

Sincerely,

**AARON CROMER,**

Senior Program Manager, GrayMatter  
Naples, Florida



---

## Table of Contents

1. WHO WE ARE .....	1
2. OUR PARTNERS .....	1
3. OUR LOCATIONS.....	2
4. FORM OF COMPANY.....	2
5. LICENSING .....	3
6. PROJECT MANAGER.....	4
7. KEY PERSONNEL .....	6
8. EXPERIENCE.....	8
9. PAST PROJECTS WITH AUTHORITY' CUSTOMERS .....	14
10. LITIGATION AGAINST AUTHORITY OR AUTHORITY' CUSTOMERS.....	14
11. LITIGATION AGAINST GRAYMATTER TEAM .....	14
12. SIMILAR WORK REFERENCES .....	14
13. REQUIRED FORMS.....	15

**Non-Disclosure:** This document is intended for use only by CLIENT personnel (or potential CLIENT personnel) in conjunction with the proposal review process for this initiative. Ideas, concepts, or content contained in this document shall not be shared or disclosed to other personnel or companies without prior written approval from Gray Matter Systems, LLC, except where required by law, and then only to the extent specifically required by law.



"1. Legal name, address, phone number and email of Consultant"

GrayMatter Systems, LLC  
100 Global View Drive, Suite 200, Warrendale, PA 15086  
contracts@graymattersystems.com



## → **OUR TEAM, OUR VISION, OUR MISSION**

Since 1991, GrayMatter has helped some of the biggest companies in the world harness their data and use it to work smarter. They lean on us to protect and connect their critical assets to their team members so that every operator is empowered to be the best operator. Our water and wastewater automation solutions include business process optimization, technology implementations, program management, SCADA, historian, CMMS integration, EPA reporting, RTUs, video monitoring, panels, and data collection.

**AWARDS & ACCOLADES**

**FAST 50**  
2019, 2020

**TECH50**  
VIVID TECHNOLOGY UNVEILED  
SOLUTION PROVIDER OF THE YEAR, 2019

**TECH50**  
PITTSBURGH TECHNOLOGY COUNCIL  
INNOVATOR OF THE YEAR, 2018

**BEST**  
WORKPLACES  
2018

**CRN**  
**IoT**  
Innovators

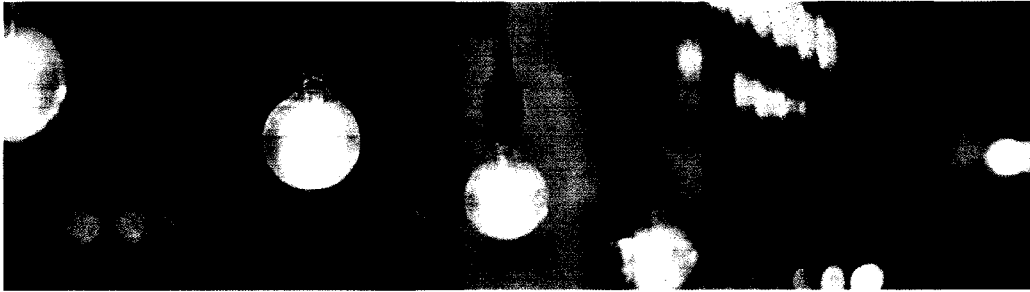
**Inc. 50**  
AMERICA'S FASTEST GROWING PRIVATE COMPANIES  
2017, 2018, 2019, 2020

"2. List of Consultant's partners/managers/subconsultants (if any) who would be utilized on Authority projects"

None



# Awards & Honors



## **Inc. 5000 Companies**

GrayMatter was recognized by Inc. Magazine as one of the fastest growing private companies in America.

The Inc. 5000 list honors companies with a rapid revenue growth over a three-year period. The elite group has included companies such as Microsoft, Vizio, Oracle and many more.

## **Best Places to Work**

In 2016, GrayMatter was honored as one of the best places to work in Pittsburgh.

To qualify as a Best Place to Work, employees from the company participated in anonymous surveys.

## **Engaging Pittsburgh: It's All About the People**

GrayMatter was a finalist in the 2016 Engaging Pittsburgh summit.

The event, run by the Pittsburgh Human Resources Association, showcases efforts that have made a difference for employees across the region.

## **Pittsburgh's 100 Fastest Growing Companies**

GrayMatter was named one of Pittsburgh's 100 Fastest Growing Companies in 2016.

*"3. Principal office location(s) of Consultant and any proposed partners/subconsultants"*

Gray Matter has its primary offices in Pennsylvania, Colorado, Utah, Virginia, Maryland, and Delaware with resources across the US, and in Canada, including 6 locations in Florida, each of which are listed here. We have executed projects nationally and internationally and our offices share resources to complete projects at the highest possible quality.

1. John Benitz, 865 Nettles Boulevard, Jensen Beach, FL 34957
2. Aaron Cromer, 9625 Deepwater Court, Naples, FL 34109
3. Kemell Kassim, 255 Canterwood Lane, Mulberry, FL 33860
4. Mark Meisel, 2400 Bent Pine Street, Melbourne, FL 32935
5. Gabriel Miños, 5205 West Cleveland Street, Tampa, FL 33609
6. Bill Weed, 1 Las Olas Circle # 406, Ft Lauderdale, FL 33316


*"4. Legal form of company, i.e., partnership, corporation, joint venture (if joint venture, identify the members)"*

Gray Matter Systems, LLC is a Limited Liability Company.



"5. Copies of all current licenses, registrations, and certifications issued by federal, state, and local agencies, and any other licenses, registrations, or certificates from any other governmental entity with jurisdiction, allowing Consultant to perform the necessary work"

Florida  
**dbpr**



DBPR ONLINE SERVICES

3:45:11 PM 7/13/2021

Search for a Licensee  
Apply for a License  
View Application Status  
Find Exam Information  
File a Complaint  
AB&T Delinquent  
Invoice & Activity  
List Search

**Licensee Details**

**Licensee Information**

Name: GRAY MATTER SYSTEMS, LLC (Primary Name)  
GRAY MATTER SYSTEMS, LLC (DBA Name)

Main Address: 100 GLOBAL VIEW DRIVE  
SUITE 200  
WARRENDALE Pennsylvania 15086

County: OUT OF STATE


License Mailing:

LicenseLocation:

**License Information**

License Type: Registry  
Rank: Registry  
License Number: 35007  
Status: Current  
Licensure Date: 04/01/2021  
Expires:

Florida  
**dbpr**



DBPR ONLINE SERVICES

3:41:38 PM 7/13/2021

Search for a Licensee  
Apply for a License  
View Application Status  
Find Exam Information  
File a Complaint  
AB&T Delinquent  
Invoice & Activity  
List Search

**Licensee Details**

**Licensee Information**

Name: CROMER, AARON C. (Primary Name)

Main Address: 9625 DEEPWATER CT  
NAPLES Florida 34109

County: COLLIER

License Mailing: 9625 DEEPWATER CT  
NAPLES FL 34109

County: COLLIER

LicenseLocation:

**License Information**

License Type: Professional Engineer  
Rank: Prof Engineer  
License Number: 71986  
Status: Current,Active  
Licensure Date: 11/02/2010  
Expires: 02/28/2023

**Special Qualifications**

Electrical & Computer Qualification Effective 11/02/2010



"6. Identification of Consultant's "Project Manager" who is proposed to serve as point of contact for any and all work assigned by the Authority, location of "Project Manager", outline of qualifications and professional experience"

Richard Dreher, Senior Project Manager, GrayMatter Systems, LLC



**GRAYMATTER**

**Richard D.**

#### OVERVIEW

- Project Manager with over 25 years of experience in the Water/Wastewater field
- Experienced leader and Implementer of SCADA management strategies
- Over 33 years combined experience in SCADA, IT Administration, Controls Engineering, CMMS Integration, Software Programming/Integration, Communications and Electronics
- Experienced Leader of Digital Transformations
- US Air Force Veteran

#### PROFESSIONAL EXPERIENCE

##### **Director of Water Projects, Gray Matter Systems**

*2019 - Present, Dallas/Fort Worth, TX*

As Director of Water Projects with GrayMatter, Richard manages over 20 concurrent projects while directing a team of service engineers. Richard manages customer focused projects in which customer satisfaction is attained by driving the highest possible value for lowest amount of customer cost while meeting or exceeding all of the customer project goals.

- Manages a variety of projects including but not limited to our Water/Wastewater partners.
- Manages SCADA installation projects for Proficy HMI/SCADA iFIX, GE Historian, GE Workflow along with other software packages and platforms
- Provides systems for automated business intelligence and system visualization solutions via trending, reporting and operational interactive solutions
- Manages asset management integration projects to drive maintenance activities based on integrated SCADA data.
- Performs onsite and remote Digital Transformation assessments to drive customer value through process improvement.

##### **Automation Consultant, Gray Matter Systems**

*2013 - 2018, Dallas/Fort Worth, TX*

As an automation consultant with GrayMatter, Richard takes a solution-focused approach to help customers identify areas of improvement in networks and perform system upgrades. Richard leverages his nearly 20 years of experience in automation to help companies realize stronger performance and increased productivity in their networks with innovative technology and smart data usage.

- Performed assessments to provide clear picture of "as-is" telemetry, plant control systems, instrumentation and control structures, and provided guidance on areas of improvement
- Provided automated business intelligence and system visualization solutions via trending and reporting solutions
- Leveraged database experience to capture historical data in process and relational database systems
- Digitized standard operating procedures

GRAYMATTER | GRAYMATTERSYSTEMS.COM | 877-741-2410



## PROFESSIONAL EXPERIENCE (cont.)

### **Product Manger Industrial Integration Space, SICK Industrial Sensors**

*2018 - 2019, Dallas/Fort Worth, TX*

Performed duties as a Market Product Manager with SICK. Richard took an under-performing analytics software channel and improved sales output by 50%. Richard also took control of an IOT edge gateway product and drove new sales by programming innovative solutions and integration with both SICK products and third-party offerings.

- Managed product portfolio including analytic software, data integrations machines, sensor integration machines, Telematic Data Collectors, IOT edge gateways
- Guided IOT installation projects
- Provided automated business intelligence solutions via cloud-based offerings.
- Leveraged database experience to capture historical data from IOT gateways and Sick Sensor products.

### **System Administrator III, Palm Beach County Water Utilities**

*2001-2013 - Palm Beach County, FL*

- Programmed and administered an GE IFIX version 5.5 computer system running on Windows 7/Server 2008 computers distributed over a wide area network
- Concurrently managed over 30 projects while supervising a staff of three system administrators, an operational budget of 750K, and a SCADA system consisting of 18 SCADA Servers with 42 View nodes

### **Ground Radio Maintenance Technician, U.S. Air Force**

*1987 - 1991, Shaw AFB, Sumter SC*

Installed, maintained, troubleshot, and repaired transportable transmitters, receivers, transceivers, and related equipment. Radio equipment included: amplitude/frequency modulation, single sideband, and independent sideband applicable to point-to-point; ground-to-air; HF, VHF, and UHF systems; radio frequency amplifiers; and various pieces of test equipment. Repair was performed to component level.

## Licensing

USA Federal Communications Commission General Radiotelephone License.

## Certifications

- Historian Certified Support Professional - General Electric/Gray Matter Systems-12/13
- IFIX Certified Support Professional - General Electric/Gray Matter Systems - 10/13
- Essentials of Leadership - Palm Beach County Water Utilities-05/07
- Crystal Reports 10.0 - Palm Beach County Water Utilities-07/05
- Microsoft Server 2003 - Palm Beach County Water Utilities-08/03
- Microsoft Visual Basic 6 - Palm Beach County Water Utilities-07/03
- IFIX Software Course 154 - Palm Beach County Water Utilities-10/02
- Windows Server 2000 - Palm Beach County Water Utilities-10/01
- Intellution Software Course 104 - Palm Beach County Water Utilities-02/96
- PLC Programming/Troubleshooting - Palm Beach County Water Utilities-12/95 & 10/99
- Microwave Data Radio Systems - Palm Beach County Water Utilities-10/95
- Advanced Digital Electronics - U.S. Air Force-04/90 and Delta Air Lines-05/92
- Antenna Theory - U.S. Air Force-06/90
- AN/TSC 60(V) Communication Central Radio Maintenance Course - U.S. Air Force-09/89
- Ground Radio Communications Specialist Course - U.S. Air Force-03/88

GRAYMATTER | GRAYMATTERSYSTEMS.COM | 877-741-2410



"7. Identification, outline of qualifications and professional experience of other key personnel who will be assigned to conduct professional services provided in the Scope of Services section and the location of the office to which they are assigned"

Our team has a combined resource pool of more than a hundred talented individuals, including a wealth of industry experts. Listed here are our proposed team members for work with the Authority.

### Primary Resources (Project Manager & Project Team / Key Personnel Form)

<b>Aaron Cromer, PE</b> <b>Naples, FL</b>	Sr Program Manager	21	SCADA, networks, PLC, electrical engineering, measurement systems including large volume reporting, pressure monitoring, gas control operations, project management, project planning
<b>Richard Dreher</b> <b>Dallas, TX</b>  (Former 13 yr resident of Palm Beach, FL)	Sr Project Manager	25+	iFIX, iHistorian, WebHMI, Webspace, Proficy Suite, VMWare, SCADA Infrastructure, MDS Radio, DFS, PLC (AB, GE, etc.), networks, applications, workflow, system admin, project mgmt.
<b>Bill Weed</b> <b>Ft Lauderdale, FL</b>  (Delaware PE)	Sr SCADA Engineer	25+	iFIX, iHistorian, WebHMI, Webspace, Proficy Suite, SCADA, MDS radio, DFS, PLC (AB, GE, etc.), applications
<b>Gabriel Miños</b> <b>Tampa, FL</b>	Sr SCADA Engineer	20+	iFIX, iHistorian, WebHMI, Webspace, Proficy Suite, VMWare, SCADA Infrastructure, MDS Radio, DFS, PLC (AB, GE, etc.), workflow, networks, applications
<b>James Hannah</b> <b>Pittsburgh, PA</b>	Sr SCADA Engineer	12	PLC, Instrumentation, Signalization, iFIX, SCADA, HMI (Cimplicity & Citect HMI), DeviceNet, Trainer
<b>David Spivey</b> <b>Virginia Beach, VA</b>	Sr Controls Engineer	19	GE Proficy-Cimplicity, GE Proficy Historian, GE MDS Radios, GE 90/30, 90/70 & RX3l PLCs, SCADA, iFIX, Historian
<b>Emilie Nelson</b> <b>Virginia Beach, VA</b>	Controls Engineer	9	GE PLC (90-30, 90-70, RX3i, RX7i), Instruments, iFIX, networks, telemetry
<b>Jeff Green</b> <b>Newark, DE</b>	Controls Engineer	17	GE PLC, Instrumentation, iFIX, SCADA, Networks



**Primary Resources**  
**(Project Manager & Project Team / Key Personnel Form)**

<b>Chris Johnson</b> Richmond, VA	IT Systems Engineer	17+	iFIX, Historian, IT Systems Admin: Windows Server (Active Directory, DNS, DHCP, Group Policy) / SQL Server, Microsoft Exchange, SharePoint/storage configuration & management, networks, DBs, server applications
--------------------------------------	------------------------	-----	--

**Secondary Resources**

<b>John Benitz</b> Naples, FL	VP of Services	25+	iFIX, iHistorian, WebHMI, Webspace, Proficy Suite, MDS Radio, DFS, PLC (AB, GE, etc.), Workflow, ISA 101, ISA 99 (HPG)
<b>Adrian White</b> Naples, FL	Sr Applications Engineer	25+	iFIX, iHistorian, WebHMI, Webspace, Proficy Suite, MDS Radio, DFS, PLC (AB, GE, etc.), Workflow
<b>Dave Geiger</b> Ontario, Canada	Sr Applications Engineer	10+	iFIX, iHistorian, WebHMI, Webspace, Proficy Suite, MDS Radio, DFS, PLC (AB, GE, etc.), Workflow
<b>Brian Heble</b> Denver, CO	Sr Applications Engineer	10+	iFIX, iHistorian, WebHMI, Webspace, Proficy Suite, MDS Radio, DFS, PLC (AB, GE, etc.)
<b>Greg Hazel</b> Denver, CO	Director Technology Services	20+	iFIX, iHistorian, WebHMI, Webspace, Proficy Suite, VMWare, SCADA Infrastructure, MDS Radio, DFS, PLC (AB, GE, etc.), Workflow
<b>John Miller</b> Virginia Beach, VA	Controls Engineer	25+	iFIX / Cimplicity HMI, GeoSCADA, WinCC, PLCs (Rockwell, Modicon, GE and Siemens), Radio telemetry using MDS, and CDMA



"8. Description and examples of projects completed by Consultant relating to the services requested herein, including budget, approximate project start date(s) and completion time information"

**Client:** Cincinnati MSD  
**Project Title:** Operational Support (2013 – Present)  
**Project Value:** \$10 Million  
**GrayMatter Execution:** \$3.8 Million

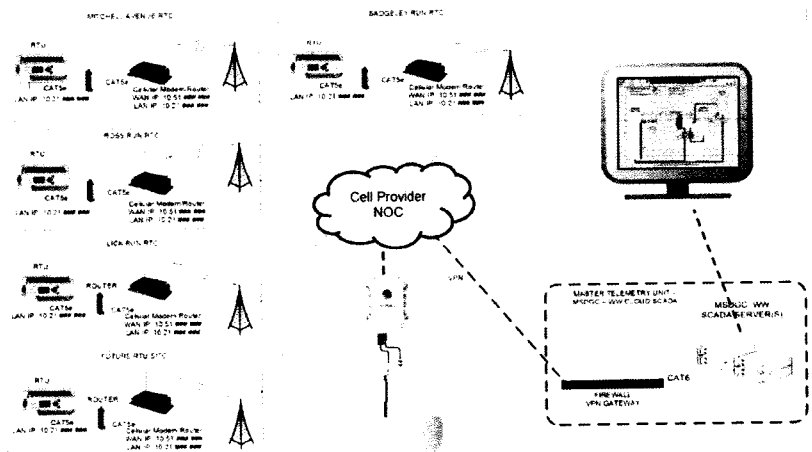


**Description:** GrayMatter was selected as a part of an engineering and implementation consortium effort that designed, implemented, operated and maintained the Cincinnati MSD Wet Weather SCADA system for remediation of CSO events. The system was designed with a foundation of GE IFIX redundant SCADA servers and a GE Historian that communicates to hundreds of manhole level, flow and rain sensors through IGS/Kepware drivers to visualize the current state of the entire combined sewer environment in near real time.

Cincinnati MSD selected the GE Proficy platform and the elite Gold Key solution which enabled them to employ any and all software in the GE portfolio in any quantity. This solution enabled GrayMatter and the team to focus on operational requirements and ensure the appropriate data is provided to the right person without worry that they would run out of users, tags or need for a different GE software as access to it all was given.

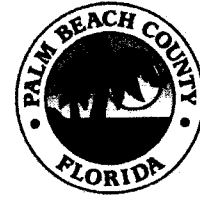
This build includes redundant SCADA servers and a GE Historian. Communication to many of the remote sensors is by cellular connections. Remote access to the graphics is permitted by IFIX Terminal Servers that enable those with the right credentials to login from anywhere and monitor the system seeing what they need to see based on user and group security areas. A GE Workflow system acting as a Real Time Decision Support mechanism enables reporting and notification of events.

The SCADA system created has been operated and maintained by GrayMatter under a support and services contract since installation. Multiple servers based within the local VM hosted environment house the Proficy suite of software, including specialized data queries for reporting solutions. The latest effort centers around creating an Historian Server in the DMZ, leveraging appropriate security measures by GrayMatter and Cincinnati MSD IT so data can be ported elsewhere in the organization. This enables individual users and separate business applications across the enterprise to access the data that the SCADA system contains – specifically compliance data, flow data, DEP data, asset data, etc. This access empowers the entire organization to use the data and make business case decisions. The constant watch over the system has facilitated near flawless performance.





**Client:** Palm Beach County, FL  
**Project Title:** SCADA Visualization (2017 – Current)  
**Project Value:** \$900,000  
**GrayMatter Execution:** \$900,000



**Description:** The objective was to redesign the visualization of the HMI into HPG leading practices. Through workshops and documentation efforts, it was discovered that there were data irregularities that were not understood.

GrayMatter moved to a troubleshooting approach, leveraging our extensive iFIX knowledge to trace the data path from instrument to PLC to network to driver to database to screen to find the problems.

**Project Deliverables:** Clearly defined initial deliverables for High Performance Graphics (HPG) were documented, presented and workshops were performed to clearly capture the counties requirements.

The delivery team captured all screens that were required to be 'upgraded' and then grouped them into process areas. The process areas were prioritized by operations, and the delivery of HPG followed.

During the delivery, the data quality was questioned. GrayMatter helped deescalate the operational impact of the screen redeployment and the data issues. By documenting the before, during, and after, it was found that inappropriate tags, scaling and other undocumented scenarios were applied to certain, non-critical data points. GrayMatter helped define the methodology for the solution, trained the local team on how to deploy the solution.

Continuation of the HPG program is ongoing with roughly half of the SCADA systems being evaluated. Continuation of the GrayMatter services is being requested to support the transition and potential attrition of resources.

**Client:** Broward County, FL  
**Project Title:** SCADA Software Support (2018 – Current)  
**Project Value:** \$250,000  
**GrayMatter Execution:** \$250,000



**Description:** GrayMatter, as the largest GE Digital Partner in North America, provided the GE Proficy iFIX Suite – iFIX, Historian, Driver, Reporting package, to the county in an RFP response. The integrator of the solution was unable to fully deploy the iFIX solution due to some intricate requirements by the county. GrayMatter being the authorized and certified provider of the GE Proficy iFIX suite provided and is still provided as needed support during the implementation phase of the project as is projected to be awarded the ongoing services contract once the substantial completion is awarded to the contractor.

**Project Deliverables:** VMware support and setup: GrayMatter was awarded by the winning contractor a support contract to standup, configure, and install the Proficy iFIX suite on nearly 50 VMs local to Broward County. GrayMatter services provided the hardware and software services both remotely and locally to optimize the contract and the time allotted. Upon creating the VM images for the various types of machines (SCADA, Historians, DBs, Reporting, Backup), in the various environments (Testing, Development, Production), GrayMatter developed and deployed a backup strategy for all machines the configuration and the data.





SCADA configuration and Troubleshooting: GrayMatter was tasked by the County to ensure the configuration of the contractor was meeting specifications. GrayMatter performed testing and triage of the screens, database connectivity and poll rates to ensure data was being received from the remote field PLC effectively and the SCADA system and its parts and pieces were processing it efficiently. The operational feedback initially was not positive and GrayMatter stepped in and developed a testing methodology that proved the configuration was not optimized by the contractor. GrayMatter was tasked with ensuring the contractor supported the operational request and by working with the contractor and optimizing the configuration, as a trained, certified iFIX resource, GrayMatter provided the outcome the County requested.



**Dream Report**<sup>®</sup>  
Ocean Data Systems

Training: GrayMatter as the licensed representative of GE Digital provided iFIX training at various levels to the County staff, both technical and operational. GrayMatter also provided report training for the Deep Ocean Product – Dream Report.

**Client:** Bonita Springs Utilities, FL  
**Project Title:** SCADA Support (2017 – Current)  
**Project Value:** \$120,000  
**GrayMatter Execution:** \$120,000



**Bonita Springs Utilities, Inc.**

**Description:** Bonita Springs Utilities (BSU) has limited resources to provide highly technical support in maintaining and operating their treatment process control system, iFIX. Typically, their IT staff would ensure connectivity, but beyond connectivity, the process or the data knowledge was not provided. GrayMatter was awarded a partnership with BSU to provide oversight and support in how to document the existing systems, their configuration and how to develop a strategy of support and maintenance.



**Project Deliverables:** GrayMatter resources spent time with the defined internal resource to help assess what is available hardware and software wise. Once the architecture was defined, the maintenance strategy for each asset was defined at the appropriate level. Then GrayMatter performed the maintenance and helped document with the internal resource to ensure a transition and ownership occurred.



GrayMatter helped BSU with infrastructure upgrades to VMware, including new hardware and centralized DBs in support of higher efficiency reporting. GrayMatter helped document the strategy of backups of their data and configuration.



**Dream Report**<sup>®</sup>  
Ocean Data Systems

GrayMatter also helped develop consistent data throughput from external systems into a centralized reporting platform for compliance driven operations, Dream Reports. By leveraging Dream Reports, and the workflow approval process, the compliance reporting strategy was optimized.

**Client:** Eagle River Water and Sewer District  
**Project Title:** SCADA System Upgrades and RT-DSS Connection to Cityworks (2019-20)  
**Project Value:** \$ 500K  
**GrayMatter Execution:** \$ 500K



**EAGLE RIVER WATER & SANITATION DISTRICT**

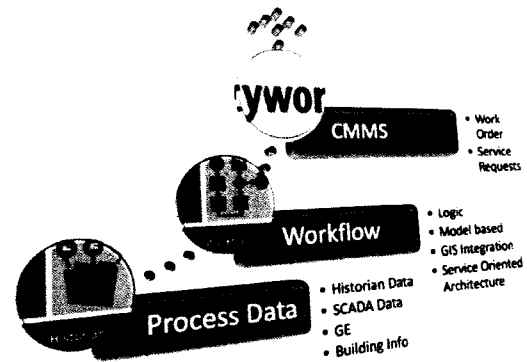
**Project Description:** Through a complete SCADA system assessment for seven facilities, each location was visited and thoroughly documented, including hardware, software, and



existing configurations. After evaluation, a detailed upgrade and optimization roadmap was developed. This plan highlighted the optimal path for upgrading the systems based on specific leading practice expertise.

Eagle River then awarded GrayMatter with follow-on work to overhaul and rebuild the entire SCADA network for seven water and sewage treatment plants. Design, development, installation, configuration, testing, training and turnover of SCADA, Historian and Terminal Server virtual machines for each facility.

- iFIX SCADA and iClients upgraded to version 5.8. including redundant SCADA Servers.
- Upgraded Client Nodes - iFix upgraded to the current versions, including SCU network configuration, SCU path configuration, hosts file configuration, IP address configuration, picture files, PC Name, latest SIMs and updates, Microsoft security and performance updates.
- Upgraded to Webspaces v4.8 iFIX 25 Clients Stand Alone Server
- Creation and implementation of a DMZ historian and Real Time Decision Support System - Workflow environment.

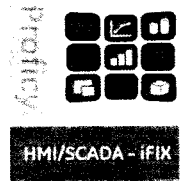


A business enterprise GE Historian was added in the DMZ to provide SCADA data to the business network while the GE Workflow system is passing SCADA data to the utility CMMS and make maintenance decision based on this data acting as a Real Time Decision Support System. The real time decision support enables the Utility to perform on time maintenance utilizing data and knowledge from operations and the SCADA system which will include future billing system and Cityworks integrations.

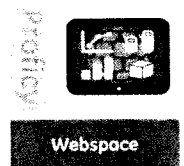
<b>Client:</b>	<b>Collier County Growth Management Department</b>
<b>Project Title:</b>	SCADA Services Stormwater Support
<b>Project Value:</b>	\$ 300,000
<b>GrayMatter Execution:</b>	\$ 300,000



**Project Description:** SCADA Upgrade and Ongoing Audit Services. GrayMatter was retained by the Collier County Stormwater division to perform a system audit and digital assessment. The outcome of the assessment was to modernize the system with hardware and software, then secure it based on AWIA and ISA standards. Upon completion, the County asked GrayMatter to continue in the primary support role for the system, ensuring system maintenance and operations did not lapse.



**Project Deliverables:** GrayMatter developed an ongoing services matrix to support the specific assets within Stormwater's purview. Assets include hardware, software, pumps, motors, valves, meters and all field assets. GrayMatter audited the assets and defined a baseline operational condition for each, and with Stormwater agreed to parameters for maintenance the cyclical nature of the maintenance. GrayMatter provides direct coordination and services of all SCADA – HOST, NETWORK, FIELD – and supports Stormwater in maintaining the rotational assets based on the data from the SCADA system. GrayMatter performs weekly log inspections of the operational technology through secured channels, responds to operational performance questions, provides server and VM





maintenance for patching and vulnerability updates on a monthly and quarterly basis. GrayMatter also provides audit reports of the systems performance.

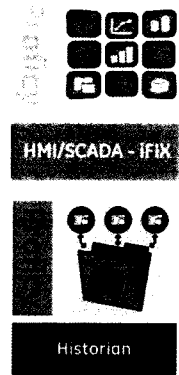
**Client:** Collier County Public Utilities Department  
**Project Title:** SCADA Services  
Landfill Support  
June 2020 - Current  
**Project Value:** \$ 150,000  
**GrayMatter Execution:** \$ 150,000



**Project Description:** SCADA Upgrade and Ongoing Audit Services. GrayMatter was retained by the Collier County Landfill division to perform a system audit and digital assessment. The outcome of the assessment was to modernize the system with hardware and software, then secure it based on AWIA and ISA standards. Upon completion of the modernization work, the County requested GrayMatter to continue to act as the primary support role of the system, ensuring the system was maintain and operations did not lapse.

**Project Deliverables:** GrayMatter developed an ongoing services matrix to support the specific assets within Landfill and Public Utilities purview. GrayMatter provides support on an as needed basis in support of screen design or modifications, process control modifications or even reporting generation. Public Utilities provides and supports the enterprise infrastructure – Servers, Software (GrayMatter support Public Utilities in various ways). GrayMatter supports the Landfill operations through direct support of the operations of the SCADA system and the data it creates/manages.

Landfill operations will request changes to the FIELD hardware to optimize or minimize its impact during wet weather conditions – GrayMatter responds with support through PLC configuration or custom scripting within the iFIX application. GrayMatter also develops and centralizes reporting for Landfill compliance.





## Chesterfield County, Virginia

### Project Type

SCADA/PLC/Database Support

### Project Dates

- Bailey Bridge - Completion: Mar 2008
- Falling Creek PS - Completion: Aug 2008
- Falling Creek iFIX Upgrade - Completion: Jun 2009
- Falling Creek IFAS System, ENR (sub to IDI) - 2013
- Proctor's Creek IFAS System, ENR (sub to IDI) - 2014
- Ongoing General Services

### Key Staff

Janardan Lal  
Anand Dixit  
Chris Dove  
Chris Johnson  
Arjan Kool

### Total Project Cost

Bailey Bridge: \$395,000  
Falling Creek PS: \$299,728  
Falling Creek iFIX: \$62,112  
Falling & Proctor's Creek IFAS/ENR \$530,226  
Cumulative Cost: \$1.1 Million

### Client Reference

Mr. Patrick DePumpo  
Network Analyst  
Chesterfield DPU  
PO Box 40  
Chesterfield, VA 23832  
804.751.4683  
[depumpop@chesterfield.gov](mailto:depumpop@chesterfield.gov)

### Background

During our long-term relationship E-Merge (GrayMatter subsidiary), has partnered with Chesterfield County Utilities and their A/E firms on many efforts such as developing system architectures, assisting with telemetry needs, performing Y2K audits for 40 PLC control systems, migrating wastewater pump station communications to MDS iNET radios and supporting their ENR improvements projects to name a few.

### Issue

Provide SCADA/PLC/database and control system support under direct county contracts and as a subcontractor for construction efforts.

*Highlighted Project* – Falling & Proctor's Creek WWTP ENR IFAS upgrade: The 36 MGD Proctor's Creek and 10 MGD Falling Creek plants must meet increasingly stringent Chesapeake Bay effluent standards, particularly as it applies to nutrients. In this case, the ammonia nitrogen and nitrate plus nitrite nitrogen leaving the plants must be less than 1 mg/l and 2 mg/l respectively.

*Highlighted Solution* - IDI provided the Meteor-IFAS/MBBR process. Meteor is a biological process utilizing floating biofilm carriers in conjunction with conventional activated sludge so that existing aeration basins can be used to meet Chesapeake Bay ENR limits. E-Merge provided programming services and support for Rockwell's redundant ControlLogix with FactoryTalk View SE HMI software. The system included more than 500 I/Os for each application. The PLC controlled the anoxic and aeration zones, sludge pumps, methanol, polymer, RAS and WAS pumps, chemical feed systems including carbon denitrification. The system communicated with multiple other Modicon Plant PLCs over Ethernet.

### Other Work

Complete support provided for all GE Proficy software on wastewater SCADA, working closely with the County IT Department; SCADA controls and RTU upgrades included WWTPs and over 65 SPS.

- ◆ Upgrade of iFIX v 3.5 to iFIX v 5.0 including: Terminal Services for all View Clients, multi-monitor support, custom screen navigation with resizing and alarm masking features, audit trail and daily email
- ◆ Proficy Real-Time Information Portal (RTIP) v 3.0 data analysis software
- ◆ Upgrade of Historian v 3.0 to v 3.1 – backup/restore historical database
- ◆ Implemented weekly and daily backups of iFIX, Historian & RTIP
- ◆ Developed and standardized pump alteration logic
- ◆ Flow monitoring and totalization
- ◆ Ventilation control

### Outcomes

Standardization of software and SCADA system upgrades brought county workers on the same page, increasing work efficiency, improving operations practices, and maximized plant efficiency. E-Merge's code implementation reduced pump starts / stops and increased equipment lifespan. ENR improvements reduced nutrient discharges to the Chesapeake Bay allowing Chesterfield the opportunity to earn Nutrient Exchange Revenue.



"9. Disclosure of whether Consultant or subconsultant(s) previously represented or 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"

None

"10. Disclosure of any current litigation the Consultant or subconsultant(s) is a) a party to, or b) directly or indirectly involved (e.g., retained for testimony and expertise on behalf of any other entity; subpoenaed; etc.) that is against the Authority or any of the Customers, and a description of such litigation, if applicable"

None

"11. Summary and disposition of any individual cases of litigation, judgments and/or legal actions, entered against Consultant or subconsultant(s) for breach of contract for work performed for any local, state, federal, public or private entity, by any state or federal court, within the last five (5) years"

None

"12. Name and contact information for at least three (3) references that are Florida public entities that have utilized services provided by Consultant similar to those required by this Request for SOQs."

Name	Title	Entity	Phone	Email
Shane Cox	Sr Project Manager	Collier County Stormwater	239.252.5792	Shane.cox@colliercountyfl.gov
John Devaney	SCADA Manager	Palm Beach County Utilities	561.493.6044	jdevaney@pbwater.com
Rob Lee	Landfill Operations Manager	Collier County Landfill	239.252.7952	Rob.lee@colliercountyfl.gov
Yunior Rivera	SCADA Engineer	Bonita Springs Utilities	239.872.5601	YRivera@bsu.us
Alex Fleites	Director SCADA Operations	Palm Beach County Utilities	561.493.6046	afleites@pbwater.com
Steven Doyle	Construction Project Manager Supervisor	Broward County Utilities	954.831.0962	sdoyle@broward.org



"13. Required forms"

"Project Manager and Project Team/Key Personnel Form"

**PROJECT MANAGER AND PROJECT TEAM/KEY PERSONNEL**  
for  
**GENERAL PROFESSIONAL SERVICES FOR WATER FACILITY**  
**INSTRUMENTATION AND CONTROL SYSTEMS AND LOW/MEDIUM DUTY**  
**ELECTRICAL**

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>
Aaron Cromer	Sr Program Mgr	SCADA, Network, PLC	GrayMatter	Naples, FL
Richard Dreher	Sr Project Mgr	SCADA iFIX, Historian, Network, AB/GE PLC	GrayMatter	Dallas, TX
Gabriel Minos	Sr SCADA Engineer	SCADA iFIX, Historian, Network, Applications	GrayMatter	Tampa, FL
Bill Weed	Sr SCADA Engineer	SCADA iFIX, Historian, GE PLCs, Applications	GrayMatter	Fort Lauderdale, FL
James Hannah	Sr SCADA Engineer	PLC, Instrumentation, Signalization, iFIX	GrayMatter	Pittsburgh, PA
Jeff Green	Controls Engineer	GE PLC, Instrumentation, iFIX	GrayMatter	Newark, DE
Chris Johnson	IT Systems Engineer	Networks, DBs, IT Infrastructure, Server, Applications	GrayMatter	Richmond, VA
Emilie Nelson	Controls Engineer	GE PLC, Instruments, iFIX	GrayMatter	Virginia Beach, VA
David Spivey	Sr. Controls Engineer	SCADA iFIX, Historian, GE PLC	GrayMatter	Virginia Beach, VA



Signed Sworn Statement under Section 287.133(3)(a), Florida Statutes, on Public Entity Crimes; and

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

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

1. This sworn statement is submitted to PEACE RIVER MANASOTA REGIONAL WATER SUPPLY  
AUTHORITY by KEVINY LUCY, CEO  
(Print individual's name and title)  
for Gray Matter Systems, LLC  
(Print name of entity submitting sworn statement)  
whose business address is 1100 S. 20th Ave, Suite 200, Winter Park, FL 32789  
and (if applicable) its Federal Employer Identification Number (FEIN) is 751880946  
(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 Section 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 with the United States, including, but not limited to, any bid, SOQ, reply, or contract for goods or services, any lease for real property, or any contract for the construction or repair of a public building or public work, involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "convicted" or "conviction" as defined in Section 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 Section 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 Section 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members and agents who are active in management of an entity.



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

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

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

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

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

(Signature)

(Date)

STATE OF Pennsylvania  
COUNTY OF Allegheny

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this 13<sup>th</sup> day of July, 2021 by Mandy Urey as CEO of Gray Matter Systems LLC a Delaware company organized under the laws of the State of \_\_\_\_\_ on behalf of the company, who is personally known to me or has produced n/a as identification.

Lee Ann Cimperman  
Notary Public  
Name (Printed) Lee Ann Cimperman

My commission expires 4-1-2023

(Printed typed or stamped Commissioned name of Notary Public)

Commonwealth of Pennsylvania - Notary Seal  
Lee Ann Cimperman, Notary Public  
Allegheny County  
My commission expires April 1, 2023  
Commission number 1344444  
Member, Pennsylvania Association of Notaries



REFERENCES

Consultant must provide a minimum of three (3) references that meet the requirements in the Request for SOQ.

Consultant Name: Gray Matter Systems, LLC  
Reference Entity: Collier County Growth Management Department  
Reference Contact Person: Shane Cox, PE  
Reference Address: 2800 Horseshoe Drive, N Naples, FL 34104  
Reference Email Address: Shane.cox@colliercountyfl.gov  
Reference Phone No.: 239.252.5792  
Project Name: SCADA Services / Stormwater Support  
Project Location: Collier County, Florida  
Consultant Project Manager: Richard Dreher  
Contract Amount: \$300,000  
Date Project Commenced: \_\_\_\_\_  
Date of Final Completion: \_\_\_\_\_

Description of Work Performed:

**Project Description:**  
SCADA Upgrade and Ongoing Audit Services: GrayMatter was retained by the Collier County Stormwater division to perform a system audit and digital assessment. The outcome of the assessment was to modernize the system with hardware and software, then secure it based on AWIA and ISA standards. Upon completion, the County asked GrayMatter to continue in the primary support role for the system, ensuring system maintenance and operations did not lapse.

**Project Deliverables:**  
GrayMatter developed an ongoing services matrix to support the specific assets within Stormwater's purview. Assets include hardware, software, pumps, motors, valves, meters and all field assets. We audited the assets and defined a baseline operational condition for each, and with Stormwater agreed to parameters for maintenance the cyclical nature of the maintenance. GrayMatter provides direct coordination and services of all SCADA - HOST, NETWORK, FIELD - and supports Stormwater in maintaining the rotational assets based on the data from the SCADA system. GrayMatter performs weekly log inspections of the operational technology through secured channels, responds to operational performance questions, provides server and VM maintenance for patching and vulnerability updates on a monthly and quarterly basis. We also provide audit reports of the systems performance.



REFERENCES

Consultant must provide a minimum of three (3) references that meet the requirements in the Request for SOQ.

Consultant Name: Gray Matter Systems, LLC  
Reference Entity: Bonita Springs Utilities, Florida  
Reference Contact Person: Yunior Rivera  
Reference Address: 11900 E. Terry Street, Bonita Springs, FL 34135  
Reference Email Address: YRivera@bsu.us  
Reference Phone No.: 239.872.5601  
Project Name: SCADA Support (2017 - Present)  
Project Location: Bonita Springs, Florida  
Consultant Project Manager: Richard Dreher  
Contract Amount: \$120,000  
Date Project Commenced: 2017  
Date of Final Completion: Ongoing

Description of Work Performed:

**Description:** Bonita Springs Utilities (BSU) has limited resources to provide highly technical support in maintaining and operating their treatment process control system, iFIX. Typically, their IT staff would ensure connectivity, but beyond connectivity, the process or the data knowledge was not provided. GrayMatter was awarded a partnership with BSU to provide oversight and support in how to document the existing systems, their configuration and how to develop a strategy of support and maintenance.

**Project Deliverables:** GrayMatter resources spent time with the defined internal resource to help assess what is available hardware and software wise. Once the architecture was defined, the maintenance strategy for each asset was defined at the appropriate level. Then GrayMatter performed the maintenance and helped document with the internal resource to ensure a transition and ownership occurred.

GrayMatter helped BSU with infrastructure upgrades to VMware, including new hardware and centralized DBs in support of higher efficiency reporting. GrayMatter helped document the strategy of backups of their data and configuration. GrayMatter also helped develop consistent data throughput from external systems into a centralized reporting platform for compliance driven operations, Dream Reports. By leveraging Dream Reports, and the workflow approval process, the compliance reporting strategy was optimized.



REFERENCES

Consultant must provide a minimum of three (3) references that meet the requirements in the Request for SOQ.

Consultant Name: Gray Matter Systems, LLC  
Reference Entity: Palm Beach County Florida  
Reference Contact Person: (1) John Devaney, (2) Alex Fleites  
Reference Address: 301 N. Olive Avenue, West Palm Beach, FL 33401  
Reference Email Address: (1) jdevaney@pbcwater.com, (2) afleites@pbcwater.com  
Reference Phone No.: (1) 561.493.6044, (2) 561.493.6046  
Project Name: SCADA Visualization (2017 - Present)  
Project Location: Palm Beach, Florida  
Consultant Project Manager: Andy Breneman  
Contract Amount: \$900,000  
Date Project Commenced: 2017  
Date of Final Completion: Ongoing

Description of Work Performed:

**Description:** The objective was to redesign the visualization of the HMI into HPG leading practices. Through workshops and documentation efforts, it was discovered that there were data irregularities that were not understood. GrayMatter moved to a troubleshooting approach, leveraging our extensive iFIX knowledge to trace the data path from instrument to PLC to network to driver to database to screen to find the problems.

**Project Deliverables:** Clearly defined initial deliverables for High Performance Graphics (HPG) were documented, presented and workshops were performed to clearly capture the counties requirements.

The delivery team captured all screens that were required to be 'upgraded' and then grouped them into process areas. The process areas were prioritized by operations, and the delivery of HPG followed.

During the delivery, the data quality was questioned. GrayMatter helped deescalate the operational impact of the screen redeployment and the data issues. By documenting the before, during, and after, it was found that inappropriate tags, scaling and other undocumented scenarios were applied to certain, non-critical data points. GrayMatter helped define the methodology for the solution, trained the local team on how to deploy the solution.

Continuation of the HPG program is ongoing with roughly half of the SCADA systems being evaluated. Continuation of the GrayMatter services is being requested to support the transition and potential attrition of resources.



## Contact Information

**AARON CROMER**  
SENIOR PROGRAM  
MANAGER



239.351.0882 m  
acromer@graymattersystems  
.com

**RICHARD DREHER**  
SENIOR PROJECT  
MANAGER



214.471.0498 m  
rdreher@graymattersystems.  
com

**MANDY UREY**  
CHIEF OPERATING  
OFFICER



412.650.4796 o  
murey@graymattersystems  
.com

**Non-Disclosure:** This document is intended for use only by the recipient's personnel in conjunction with the proposal review process for this initiative. Ideas, concepts, or content contained in this document shall not be shared or disclosed to other personnel or companies without prior written approval from E-Merge Systems, LLC.

For the purposes of public disclosure as per Freedom of Information Act, E-Merge's submitted proposal can be made available to the Public excluding "Design Concept Drawings". Such information is deemed as E-Merge's intellectual property and is clearly identified as such in the proposal. E-Merge does not claim that the entire proposal is subject to non-disclosure.

GrayMatter Systems, LLC  
100 Global View Drive, Suite 200, Warrendale, PA 15086



**EXHIBIT B**  
**(Consultant Fee Schedule)**



100 Global View Drive, Suite 200  
Warrendale, PA 15086  
T: 1-877-741-2410

<b>Role/Title</b>	<b>Rate (Hourly)</b>
Sr Solutions Architect	\$225
Program Director	\$225
Sr Integration Engineer/Sr Engineer	\$225
Project Manager	\$205
Sr Solutions Consultant	\$205
Lead Process Consultant	\$185
Engineer	\$185
Solutions Architect	\$175
Integration Specialist/Programmer VI	\$175
Process Consultant	\$175
Electrician Journeyman	\$125
Electrician Apprentice	\$100

**TRANSFORMING OPERATIONS | EMPOWERING PEOPLE**

EXHIBIT C  
(Authority Resolution 2018-01 ‘Resolution Establishing Per Diem and Travel Expenses’)

**PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY**

**Resolution 2018-01**

**RESOLUTION ESTABLISHING PER DIEM AND TRAVEL EXPENSES**

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

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

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

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

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

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

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

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

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

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

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

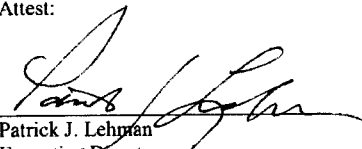
Section 4. The mileage reimbursement rate shall be the “standard mileage rate for business use of a vehicle” established by the IRS, as updated annually on January 1, or as otherwise adjusted from time to time by the IRS.

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


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

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

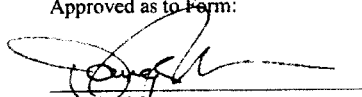
Attest:

  
Patrick J. Lehman  
Executive Director

Peace River Manasota Regional  
Water Supply Authority

  
Commissioner  
Chairman

Approved as to Form:

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

BOARD APPROVED

FEB 14 2018

Peace River Manasota  
Regional Water Supply Authority

**EXHIBIT D**  
**(Certificate of Insurance)**



**EXHIBIT E**  
**(Contract Holder E-Verify Registration Proof and Affidavit)**

**Contract Holder E-Verify Registration and Affidavit**

As provided in Section 33 of the Agreement, pursuant to Section 448.095, Florida Statutes, beginning January 1, 2021, Contractor 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 Contractor employees hired on and after January 1, 2021. Additionally, Contractor shall require all subcontractors performing work under this Agreement to use the E-Verify system for any employees hired on and after January 1, 2021. Contractor must provide evidence to the Authority of compliance with Section 448.095, Florida Statutes, prior to entering the Agreement

**Affidavit**

I hereby certify that Gray Matter Systems LLC (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.

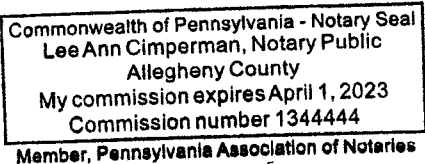
All employees hired on or afer January 1, 2021, have had their work authorization status verified through the E-Verify system.

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

[Signature] \_\_\_\_\_ 11/12/2021  
Signature Date  
Mandy Vrey, COO  
Print Name

STATE OF Pennsylvania  
COUNTY OF Allegheny

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this 11/12/2021 (date) by Mandy Vrey (name of officer or agent, title of officer or agent) of Gray Matter Systems LLC (name of contractor company acknowledging), a DE (state of place of incorporation) corporation, on behalf of the corporation. He/she is personally known to me or has produced \_\_\_\_\_ (type of identification) as identification.



Lee Ann Cimperman  
Notary Public  
Lee Ann Cimperman  
Name typed, printed or stamped

My Commission Expires: 7-1-2023



# My Company Profile

## Company Information

<b>Company Name</b> Gray Matter Systems	<b>Doing Business As (DBA)</b> ---
<b>Company ID</b> 325578	<b>Enrollment Date</b> 05/07/2010
<b>Employer ID Number</b> 251820946	<b>DUNS Number</b> 787705904
<b>Total Number of Employees</b> 20 to 99	<b>NAICS Code</b> 334
<b>Sector</b> Manufacturing	<b>Subsector</b> Computer and Electronic Product Manufacturing