

# **CITY OF WAUCHULA**

## **REQUEST FOR QUALIFICATIONS 22-01 CONSULTING SERVICES FOR CIVIL, UTILITY & STORMWATER ENGINEERING, SURVEY, GEOTECHNICAL & ARCHITECTURAL SERVICES**

Sealed proposals will be received in the City Clerk's Office, **August 22, 2022, prior to 2:00 p.m.**

Attached are important instructions and specifications regarding responses to this Request for Qualifications. Failure to follow these instructions could result in disqualification.

**Questions regarding this proposal must be in writing and must be sent to Holly Smith, City Clerk, email: [hsmith@cityofwauchula.com](mailto:hsmith@cityofwauchula.com); fax (863) 773-0773. All questions must be received by August 8, 2022.**

*Prospective proposers shall not contact, communicate with or discuss any matter relating in any way to the Request for Qualification with the City Commissioners, any employee of the City of Wauchula, other than the City Clerk or as directed in the cover page of the Request for Qualifications. Such communications initiated by a proposer shall be grounds for disqualifying the offending proposer from consideration for award of the proposal and/or any future proposal.*

Proposals may be mailed, express mailed or hand delivered to:

**City of Wauchula  
Holly Smith, City Clerk  
126 S. 7th Avenue  
Wauchula, Florida 33873**

## **INTRODUCTION**

The City of Wauchula, a political subdivision of the State of Florida, seeks the submittal of proposals from qualified firms who are interested in providing professional services for engineering, architectural, surveying and mapping on various municipal projects as-needed. Services may be requested for projects related to water, wastewater, stormwater, reclaim and/or reuse water systems; roadways; land development and comprehensive planning concurrence; and such other services as may be performed by an architect, professional engineer or registered surveyor and mapper in connection with his or her professional employment or practice.

The selection process for consultants' services is in accordance with Section 287.055, Florida Statutes, the Consultants' Competitive Negotiation Act. The selection committee will review the qualifications of all submitting firms. The City reserves the right to determine, at its sole discretion, whether the statement of qualifications satisfactorily meets the criteria established in this RFQ, and the right to seek clarification from any firm(s) submitting qualifications. Only those firms submitting proposals judged to be qualified would be further evaluated for possible short-listing. Those firms short-listed may be requested to make presentations to the selection committee. During the review process, and until the final selection has been made by the City Commission, proposers are prohibited from meeting with or discussing a submittal with any member of the selection committee or the City Commission.

All interested parties must submit the requested information within the time frame provided herein. Proposals shall be prepared with the utmost attention to fair, ethical evaluation standards.

It is the intent of the City to select and negotiate Master Consulting Agreements with one (1) or more firms. The City may employ several different consultants to perform the work described. No consultant shall be employed as the exclusive consultant. Consultants will be chosen based upon the expertise and experience listed as it pertains to the work described. Selection of a qualified firm under this RFQ is not a guarantee of work.

The Master Consulting Agreement will be for three (3) years with the option of extending the Agreement for two (2) one (1) year terms at the same terms and conditions by giving the Consultant written notice not less than thirty (30) days prior to the expiration of the initial term.

During contract negotiations, the City will negotiate fee schedules in accordance with the City's Purchasing Procedures, with the goal of establishing standardized rates. The fee schedule may be adjusted after mutual written agreement usually beginning one year from the effective date of the agreement.

## **SCOPE OF SERVICES**

All work must be performed in accordance with applicable Federal, State and Local regulations.

The City requires the support of consultants for engineering, architectural, surveying and mapping services on various municipal projects. Services may be requested for projects related to water, wastewater, stormwater, reclaim and/or reuse water systems; roadways; land

development and comprehensive planning concurrence; and such other services as may be performed by an architect, professional engineer or registered surveyor and mapper in connection with his or her professional employment or practice.

Qualified firms must have in-house, multi-disciplinary capabilities in at least one of these fields:

- Civil engineering to include design, permitting, bidding and construction phase services for utilities, roadways and other municipal facilities
- Utility master planning and hydraulic modeling
- Utility rate generation and evaluation
- Water quality engineering, modeling and evaluation
- Water engineering, treatment and evaluation
- Wastewater engineering, treatment and evaluation
- Stormwater engineering, treatment and evaluation
- Biosolids management
- Regulatory permitting for water, wastewater and stormwater facilities
- Utility environmental affairs
- Surveying
- Hydrogeology and surface and groundwater modeling
- Geotechnical testing and engineering
- Utility acquisition and evaluation
- Right-of-way services
- Structural, electrical and/or mechanical engineering
- Constructability plan review/value engineering
- Instrumentation and controls; including SCADA
- Feasibility studies for developing, improving and maintaining city facilities
- Water, wastewater, stormwater and reclaim water facilities operational experience
- Public involvement & education services
- Subsurface utility location
- Development plan review; capacity and comprehensive plan concurrence
- Architectural services
- GIS & CADD design capability
- Database & Information system development related to utility systems and management

The City shall request the services on an as-needed basis. There is no guarantee that any or all of the services described in this agreement will be assigned during the term of this agreement. Further, the Consultant is providing these services on a nonexclusive basis. The City, at its option, may elect to have any of the services set forth herein performed by other consultants or City staff.

## **EXPECTATIONS OF SELECTED FIRMS**

The consultant shall be responsible for the accuracy of the work and shall promptly correct its errors and omissions without additional compensation. Acceptance of the work by the City of Wauchula will not relieve the consultant of the responsibility for subsequent correction of any

errors and the clarification of any ambiguities.

At any time during the construction of the improvements provided for by the plans or during any phase of work performed by others based on data secured by the consultant under the Agreement, the consultant shall confer with the City for the purpose of interpreting the information obtained and to correct any errors or omissions made by it. The consultant shall prepare any plans or data required by the City of Wauchula, to correct its errors and omissions. The above consultations, clarifications, or corrections shall be made without additional compensation to the consultant. The consultant shall give immediate attention to these changes so there will be minimum delay to others.

The consultant shall endorse and provide in electronic format as requested all reports, calculations, contract plans and survey data. Such endorsements shall be made by a person duly registered in the appropriate category by the Florida State Board of Registration for Professional Engineers, Land Surveyors, or other professionals as required being in the full employment of the consultant and responsible for the work prescribed.

When a scope of work is requested for the formulation of a Consultant Services Authorization (CSA) under a Master Consulting Agreement, the consultant will submit the proposed scope of work within 10 working days from the request. The proposal will include tasks to be completed with associated costs and an overall schedule with sufficient detail to define major milestones. Once the CSA is approved, a notice to proceed will be issued by the City of Wauchula. The consultant will be responsible for the preparation of a project design schedule, utilizing a commercial off the shelf software, such as Microsoft Project, which shows a breakdown of all tasks to be performed, and their relationship in achieving the completion of each phase of work. The schedule will include a Gantt Chart identifying the critical path, progress of the work and milestones. If both parties agree on the proposed schedule, a final schedule will be submitted within 10 working days of the notice to proceed on all assignments. The schedules will be used to verify consultant's performance in relationship to the fees claimed and to allow the City of Wauchula's Project Manager to monitor the consultant's efforts. The billing of services will include a progress update report, a revised schedule showing current percent complete by task and a detailed invoice showing billings per Task outlined in the approved scope of work or assignment. If a change of scope is requested by City of Wauchula staff, then the consultant shall notify the City of Wauchula project manager within 10 working days of the effects and cost for the proposed change. The consultant will not proceed with work on the change until receiving approval from the City Manager. In addition to the progress updates to be submitted with the invoice, each consultant will meet with City of Wauchula staff on a quarterly basis as requested by City of Wauchula to provide a briefing and progress report of all work assignments in a presentation style update. The presentation shall be electronically transmitted to City of Wauchula.

Deliverables prepared by the consultant will be defined in each assignment.

## **SUBMITTAL**

Submittals should not contain information in excess of that requested, must be concise, and must specifically address the issues of this RFQ. A page can be either single or double sided.

It is requested that the responses be in the same order as the selection and evaluation procedures. The submittals should include the following:

1. Brief overview of the firm's history and organization that includes the name of the firm's contact person, address, telephone, fax number and email address. **(Limit response to one page)**
2. Provide documentation supporting the qualifications of staff. Qualifications should highlight experience with regulatory agencies, permitting and governing regulations and their locations. The proposal shall list key individuals who will be used on the contract. Provide the Florida registration numbers of professional personnel. Show an organizational chart of the team highlighting the key individuals who will work on the contract. Provide a matrix showing the capabilities listed above versus each proposed team member indicating their personal experience. **(Limit response to one page for the organizational chart and one page for the capabilities matrix)**
3. The key staff presented in the consultant's response shall be the staff utilized on this project. The consultant will demonstrate each key staff's availability and location to respond to the needs of the project. Also identify additional staff members and locations that can be utilized to expedite a deliverable if required. **(Limit response to one page per person)**
4. Experience on Similar Contracts: The proposal shall indicate firm, proposed team and individuals experience on contracts of similar size and scope within the past five (5) years. List a maximum of ten (10) recent projects. Similar size and scope is defined as experience with general engineering contracts for water, wastewater, stormwater, reclaim water systems, roadways or other municipal projects. Specifics should be given to demonstrate successful performance on those contracts and the firm's, or team's, understanding of the requirements and timely completion of those projects. If subconsultants or a joint venture is proposed, past working relationships on similar projects must be indicated. Indicate if the proposed team for this contract has successfully worked together on the listed projects. Provide references for the past experience cited above including contact person, title, telephone number, email address, project location, services provided and contract amount. **(Limit response to one page per project)**
5. Provide a short narrative project approach outlining how you propose to manage projects in order to meet schedule and budget requirements. Describe the firm's ability to work with City of Wauchula staff, familiarity with City of Wauchula programs and local regulatory agencies. Demonstrate the firm's knowledge of the County's and/or City's GIS system, the state plane coordinate system in Hardee County, hydraulic modeling specifically in Water and Sewer GEMS, County's permitting process, as well as local regulatory agencies.

Relative to the scope of services for the project, describe the specific ability of the firm. Include any innovative approaches to providing the services. Briefly describe firm's quality assurance/quality control program. **(Limit response to four pages maximum)**

6. Provide identification and address of any subconsultants that will be involved, including a description of qualifications and their specific duties on the projects with City of Wauchula. **(Limit response to one page maximum per subconsultant)**
7. Provide documentation of the firm's certified W/MBE status, if applicable; identify minority firm participation as subconsultants; and submit the subconsultant's certification, explain how the firm will encourage minority participation in the projects. **(Limit response to one page maximum)**
8. Completed Surveys (See Exhibit 1)

## **SELECTION AND EVALUATION PROCEDURES**

A Professional Services Selection Committee (PSSC) will review the proposals received. The evaluation criteria listed below will be utilized to rank the proposals and to short-list the firms. Interviews with the firms short-listed may then be scheduled with the PSSC for final ranking and recommendation to the City Commission. The City shall be the sole judge of its own best interests, the proposals and the resulting negotiated agreement. The City's decisions will be final.

Consultants will be evaluated using a number of factors including, but not limited to, the following:

1. Experience and expertise of the consulting firm and its key personnel in projects similar to those in the Request for Qualifications. (30 points max)
2. Client surveys on the consulting firm. (10 points max)
3. Approach to the project, management and ability to work with City of Wauchula staff and local regulatory agencies. (15 points max)
4. Ability to create innovative approaches. (15 points max)
5. Ability to complete projects in a timely manner. (20 points max)
6. Location of key personnel. (5 points max)
7. Certified minority firm. (5 points max)

## **RESPONSE**

Interested parties are invited to submit one (1) original marked "ORIGINAL" and one (1) electronic copy on a USB drive of their proposal in a sealed envelope to the City Clerk. The envelope should be labeled "**RFQ #22-01, Consulting Services for Civil, Utility & Stormwater Engineering, Survey, Geotechnical & Architectural Services**" and marked with the respondent's name and address. Proposals may be mailed or delivered to:

**City of Wauchula  
Holly Smith, City Clerk  
126 S. 7th Avenue  
Wauchula, Florida 33873**

The submittal shall be received by the City only at the above address prior to **2:00 p.m., August 22, 2022**. The delivery of the submittal on the above date and prior to the specified time is solely the responsibility of the proposer.

The submittal may be withdrawn either by written notice to the City Clerk or in person, if properly identified, at any time prior to the above submittal deadline.

## GENERAL CONDITIONS

### CONTACT

After the issuance of any Request for Qualifications, prospective proposers shall not contact, communicate with or discuss any matter relating in any way to the Request for Qualifications with the City Commission, and any employee of the City of Wauchula, other than the City Clerk as directed in the cover page of the Request for Qualifications. This prohibition begins with the issuance of any Request for Qualifications and ends upon execution of the final contract. Such communications initiated by a proposer **shall** be grounds for disqualifying the offending proposer from consideration for award of the proposal and/or any future proposal.

### INSURANCE REQUIREMENTS

The selected firm, if any, shall maintain, at all times, the following minimum levels of insurance and; shall, without in any way altering their liability, obtain, pay for and maintain insurance for the coverages and amounts of coverage not less than those set forth below. Provide to the City original Certificates of Insurance satisfactory to the City to evidence such coverage before any work commences. The City of Wauchula, a political subdivision of the State of Florida, shall be an additional named insured on all policies related to the project; excluding workers' compensation and professional liability. The Workers' Compensation policy shall contain a waiver of subrogation in favor of the City of Wauchula. All insurance coverage shall be written with a company having an A.M. Best Rating of at least the "A" category and size category of VIII. The firm's self-insured retention or deductible per line of coverage shall not exceed \$25,000 without the permission of the City. The City requires thirty (30) days written notice of cancellation and ten (10) days written notice of non-payment. In the event of any failure by the firm to comply with the provisions; the City may, at its option, on notice to the firm suspend the project for cause until there is full compliance. Alternatively, the City may purchase such insurance at the firm's expense, provided that the City shall have no obligation to do so and if the City shall do so, the firm shall not be relieved of or excused from the obligation to obtain and maintain such insurance amounts and coverages.

Worker's Compensation and Employer's Liability Insurance providing statutory benefits, including those that may be required by any applicable federal statute:

Admitted in Florida	Yes
Employer's Liability	\$100,000
All States Endorsement	Statutory
Voluntary Compensation	Statutory

Commercial General Liability Insurance. \$1,000,000 combined single limit of liability for bodily injuries, death, and property damage, and personal injury resulting from any one occurrence, including the following coverages:

Premises and Operations and Products/Completed Operations;  
Broad Form Commercial General Liability Endorsement to include blanket contractual liability (specifically covering, but not limited to, the contractual obligations assumed by the Firm);



Personal Injury (with employment and contractual exclusions deleted) and Broad Form Property Damage coverages;

Independent Contractors; Delete Exclusion relative to Collapse, Explosion and Underground Property Damage Hazards; Policy must include Separation of Insureds Clause.

Comprehensive Automobile Liability Insurance. \$1,000,000 combined single limit of liability for bodily injuries, death, and property damage, and personal injury resulting from any one occurrence, including all owned, hired and non-owned vehicles.

Professional Liability Insurance. \$2,000,000 for design errors and omissions, exclusive of defense costs. Selected firm shall be required to provide continuing Professional Liability Insurance to cover the project for a period of two (2) years after the projects are completed.

## **INDEMNIFICATION**

Consultant shall, in addition to any other obligation to indemnify the City and to the fullest extent permitted by law, protect, defend (by counsel reasonably acceptable to City), indemnify and hold harmless the City, their agents, elected officials and employees from and against, including, but not limited to, all claims, actions, liability, losses, costs (including attorney's fees) arising out of any actual or alleged bodily injury, sickness, disease or death, or injury to or destruction of tangible property including the loss of use resulting therefrom, or any other damage or loss arising out of or resulting from or claims to have resulted in whole or in part from any actual or alleged act or omission of the consultant, any subcontractor, anyone direct or indirectly employed by any of them, or anyone for whose acts any of them may be liable in the performance of the work; or violation of law, statute, ordinance, governmental administration order, rule, regulation or infringement of patent rights by consultant in the performance of the work; or liens, claims or actions made by the consultant or any subcontractor or other party performing the work.

## **PUBLIC ENTITY CRIMES STATEMENT**

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 or proposal on a contract to provide any goods or services to a public entity, may not submit a bid or proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list. By submitting this proposal, the proposer hereby certifies that they have complied with said statute.

## **EQUAL OPPORTUNITY/AFFIRMATIVE ACTION**

The City is an equal opportunity/affirmative action employer. The City is committed to equal opportunity employment effort; and expects firms that do business with the City to have a vigorous affirmative action program.

## **WOMEN/MINORITY BUSINESS ENTERPRISE OUTREACH**

The City hereby notifies all Proposers that W/MBE's are to be afforded a full opportunity to participate in any request for proposal by the City and will not be subject to discrimination on the basis of race, color, sex or national origin.

## **DEVELOPMENT COSTS**

Neither the City nor its representative(s) shall be liable for any expenses incurred in connection with preparation of a response to the RFQ. Proposers should prepare their proposals simply and economically, providing a straightforward and concise description of the proposer's ability to meet the requirements of the RFQ.

## **APPLICABLE LAWS AND COURTS**

This RFQ and any resulting agreements shall be governed in all respects by the laws of the State of Florida and any litigation with respect thereto shall be brought only in the courts of Hardee County, Florida or the United States District Court, Middle District of Florida, located in Hillsborough County, Florida. The proposer shall comply with all applicable federal, state and local laws and regulations.

## **CONTRACTUAL MATTERS**

A copy of the Master Consulting Agreement to be entered into with the successful proposer(s) is included with this RFQ as Attachment A.

All contracts are subject to final approval of the City of Wauchula City Commission. Persons or firms who incur expenses or change position in anticipation of a contract prior to the Commission's approval do so at their own risk.

## **PROPRIETARY INFORMATION**

In accordance with Chapter 119 of the Florida Statutes (Public Records Law), and except as may be provided by other applicable State and Federal Law, all proposers should be aware that Request for Qualifications and the responses thereto are in the public domain. However, the proposers are required to **identify specifically** any information contained in their proposals which they consider confidential and/or proprietary and which they believe to be exempt from disclosure.

All proposals received from proposers in response to this Request for Qualifications will become the property of the City and will not be returned to the proposers. In the event of

contract award, all documentation produced as part of the contract will become the exclusive property of the City.

### **UNAUTHORIZED ALIEN(S)**

The Consultant agrees that unauthorized aliens shall not be employed nor utilized in the performance of the requirements of this solicitation. The City shall consider the employment or utilization of unauthorized aliens a violation of Section 274A(e) of the Immigration and Naturalization Act (8 U.S.C. 1324a). Such violation shall be cause for unilateral termination of this Agreement by the City. As part of the response to this solicitation, the successful consultant will complete and submit the form "AFFIDAVIT CERTIFICATION IMMIGRATION LAWS."

### **LIMITATIONS**

This request does not commit the City of Wauchula to award a contract. Proposers will assume all costs incurred in the preparation of their response to this RFQ. The City reserves the right to: 1) accept or reject qualifications and/or proposals in part or in whole; 2) request additional qualification information; 3) limit and determine the actual contract services to be included in a contract; 4) obtain information for use in evaluating submittals from any source and 5) reject all submittals.

**EXHIBIT 1  
DETAILED INSTRUCTIONS ON HOW TO PREPARE AND  
SEND PERFORMANCE SURVEYS**

**Overview**

The objective of this process is to identify the past performance of the firm submitting a proposal package for “**RFQ #22-01, Consulting Services for Civil, Utility & Stormwater Engineering, Survey, Geotechnical & Architectural Services**”. This is accomplished by sending survey forms to past customers. The customers will return the forms directly to the Consultant. The Consultant is to include all surveys in their proposal package.

**Sending the Survey**

The surveys shall be sent to customers for whom the Consultant has performed Professional Engineering Services within the past five (5) years with an emphasis on similar size and scope as defined in the scope of services.

The Consultant shall provide a minimum of three (3) and a maximum of ten (10) surveys for past projects.

1. The Consultant shall complete a reference list with the following information for each customer that a survey will be sent:

CODE	A unique (different) number assigned to each project
CLIENT NAME	Name of the company or institution that the work was performed for (i.e. Cactus School District, Rock Industries, City of Austin).
REFERENCE NAME	First & last name of the person who will answer customer satisfaction questions.
PHONE NUMBER	Current phone number for the reference (including area code).
EMAIL ADDRESS	Current email address for the reference.
PROJECT NAME	Name of the project (Bird High School A-Wing, Warehouse B, etc.).
COST OF PROJECT	Awarded cost of project (\$50,000)
DATE INSTALLED	Date when the project was completed. (i.e. 5/31/1995)

2. The Consultant is responsible for verifying that their information is accurate prior to submission for references.
3. The survey must contain different projects. You cannot have multiple people evaluating the same job. However, one person may evaluate several different jobs.
4. The past projects can be either completed or on-going.
5. The past client/owner must evaluate and complete the survey ratings.

## Reference List

Consultant shall list all references to which a survey was submitted and return the list in the proposal. Include additional pages in submittal as necessary.

Code	
Client name	
Reference name (first & last)	
Phone number	
Email address	
Project name	
Cost of project	
Date installed	

Code	
Client name	
Reference name (first & last)	
Phone number	
Email address	
Project name	
Cost of project	
Date installed	

Code	
Client name	
Reference name (first & last)	
Phone number	
Email address	
Project name	
Cost of project	
Date installed	

## **Preparing the Surveys**

1. The firm is responsible for sending out a performance survey to a minimum of three (3) and a maximum of ten (10) clients. The survey is attached.
2. The firm should enter the Survey ID (Code), past clients' contact information, and project information on each survey form for each reference. The team member should also enter the name of the Consultant being surveyed. The Survey ID is a unique number that the Consultant assigns. No two surveys for the Contractor should have the same number.
3. All the information on the survey form must match the reference information provided in the proposal.
4. The firm is responsible for making sure that their past clients receive the survey, complete the survey, and return the survey to the Consultant.
5. The City of Wauchula may contact the reference for additional information or to clarify survey data.

## Survey Questionnaire – City of Wauchula (Professional Engineering Services)

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Survey ID \_\_\_\_\_

To: \_\_\_\_\_  
(Name of person completing survey)

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Subject: Past Performance Survey of: \_\_\_\_\_  
(Name of Company)

\_\_\_\_\_

(Name of Individuals)

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**Rate each of the criteria on a scale of 1 to 10, with 10 representing that you were very satisfied (and would hire the firm/individual again) and 1 representing that you were very unsatisfied (and would never hire the firm/individual again). Please rate each of the criteria to the best of your knowledge. If you do not have sufficient knowledge of past performance in a particular area, leave it blank.**

Client Name: \_\_\_\_\_ Date Completed \_\_\_\_\_

Project Name: \_\_\_\_\_

NO	CRITERIA	UNIT	
1	Ability to manage cost control	(1-10)	
2	Ability to maintain project schedule (complete on-time or early)	(1-10)	
3	Quality of workmanship	(1-10)	
4	Professionalism and ability to manage	(1-10)	
5	Close out process	(1-10)	
6	Ability to communicate with County/City staff	(1-10)	
7	Ability to resolve issues promptly	(1-10)	
8	Ability to follow protocol	(1-10)	
9	Ability to maintain proper documentation	(1-10)	
10	Ability to provide construction management	(1-10)	
11	Overall customer satisfaction and comfort level in hiring vendor/individual again	(1-10)	

\_\_\_\_\_  
Printed Name (of Evaluator)                      Signature (of Evaluator)

Thank you for your time and effort in assisting the City of Wauchula in this important endeavor.

Please fax or email the completed survey to: \_\_\_\_\_  
(Consultants fax number or email)

**ATTACHMENT "A"**  
**MASTER CONSULTING AGREEMENT**

THIS AGREEMENT entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2022, between the CITY OF WAUCHULA, a municipal corporation, organized and existing under the laws of the State of Florida, by and through its City Commission, situated at 126 S. 7th Avenue, Wauchula, Florida 33873, hereinafter referred to as CITY, and \_\_\_\_\_ a \_\_\_\_\_ corporation, headquartered at \_\_\_\_\_ hereinafter referred to as CONSULTANT, and whose Federal Employer Identification Number is \_\_\_\_\_:

WHEREAS, CITY owns and operates a variety of public facilities and improvements; and, WHEREAS, CITY requires certain professional services in connection with the planning, construction and operation of these facilities; and

WHEREAS, CITY has solicited these services in RFQ #22-01, included by reference as to the scope of services contained herein; and

WHEREAS, CONSULTANT represents it is capable and prepared to provide such Services;

NOW, THEREFORE, in consideration of the promises contained herein, the parties hereto agree as follows:

**1.0 Term**

1.1 This Agreement shall take effect on the date of its execution by the City Manager.

1.2 The term of this Agreement shall be for a three (3) year period, commencing upon the effective date, unless otherwise terminated as provided herein.

1.3 The CITY shall have the option of extending the Agreement for two (2) one (1) year terms, as approved by the CITY, at the same terms and conditions by giving the CONSULTANT written notice not less than thirty (30) days prior to the expiration of the initial term.

1.4 The City Manager will approve and execute each extension or terminate the agreement at the end of any given term.

**2.0 Services to Be Performed by CONSULTANT**

2.1 CONSULTANT shall perform the services as generally described in the Scope of Work Exhibit "A" and as may be further specifically designated and authorized by the CITY, in writing. Such authorization will be referred to as a Consultant Services Authorization (CSA) and all provisions of this Agreement apply to the CSA with full force and effect as if appearing in full within each CSA. Each CSA will set forth a specific Scope of Services, maximum limit of compensation, schedule, liquidated damages and completion date, and shall become effective upon the due execution.

2.2 The CONSULTANT is not authorized to undertake any project without a duly executed CSA, which shall specify the work to be performed and the time to be completed. CONSULTANT recognizes that the CITY may employ several different consultants to perform the work described and that the CONSULTANT has not been employed as the exclusive agent to perform any such services.

2.3 When the CONSULTANT and the CITY enter into a Consultant Services Authorization (CSA) where the term of the CSA expires on a date that is later than the date that the Master Consulting Agreement (MCA) expires, the CONSULTANT and the CITY agree that the terms of the MCA and any amendments, attachments or provisions thereof are automatically



extended until the expiration or full completion of the requirements of the CSA have been performed. Cancellation by the CITY of any remaining work prior to the full completion of the requirements of the CSA shall cause the terms of the MCA to terminate at the same time. This provision only applies when the expiration of the CSA extends beyond the expiration of the MCA. It does not apply when a CSA expires or is cancelled prior to the expiration of the MCA.

### **3.0 Compensation**

#### **3.1 General**

3.1.1 CITY shall pay CONSULTANT in accordance with Exhibit "B", "Fee Schedule", which is attached hereto and incorporated by reference as part of this Agreement. The fee schedule identifies all job classifications, which will perform billable services pursuant to this Agreement and the fee for each job classification. Performance of work by personnel in job classifications not listed on the fee schedule will result in nonpayment for such services.

3.1.2 The Fee Schedule, as set out in Exhibit "B" may be adjusted by an Amendment to the Master Consulting Agreement, after mutual written agreement of the parties, annually beginning one year from the effective date of the agreement. The City Manager will approve and execute any fee schedule amendment. Such amendment shall operate prospectively only and shall not alter fee schedules for CSAs in effect at the time of the amendment.

3.1.3 Compensation may be negotiated as a not to exceed price on a per-project basis, on each individual CSA.

3.1.4 Invoices must reference the applicable Consultant Services Authorization number, using an invoice form approved by the Finance Director.

3.1.5 Each individual invoice shall be due and payable forty-five (45) days after receipt by the CITY of correct, fully documented, invoice, in form and substance satisfactory to the CITY with all appropriate cost substantiations attached. All invoices shall be delivered to:

City of Wauchula  
126 S. 7th Avenue  
Wauchula, FL 33873

3.1.6 In order for both parties herein to close their books and records, the CONSULTANT will clearly state "Final Invoice" on the CONSULTANT's final/last billing to the CITY. This certifies that all services have been properly performed and all charges and costs have been invoiced to the CITY. Since this account will thereupon be closed, any and other further charges if not properly included on this final invoice are waived by the CONSULTANT.

3.1.7 Payment of the final invoice shall not constitute evidence of the CITY's acceptance of the work

3.1.8 Invoices shall be accompanied by time and task records for all billable hours appearing on the invoice. Additional documents may be requested by CITY and, if so requested, shall be furnished by CONSULTANT to the Finance Director's satisfaction.

3.1.9 Project manager or designated payroll officer shall, by affidavit, attest to the correctness and accuracy of time charges and requested reimbursements.

#### **3.2 Reimbursable**

3.2.1 All requests for payment of "out-of-pocket" expenses eligible for reimbursement under the terms of this Agreement shall be reimbursed per the City's Reimbursable Schedule, and include copies of paid receipts, invoices or other documentation

acceptable to the City's Finance Director. Such documentation shall be sufficient to establish that the expense was actually incurred and necessary in the performance of the Scope of Work described in this Agreement or CSA.

3.2.2 Reimbursable Expenses are the actual, pre-approved, expenses incurred directly in connection with the applicable Consultant Services Authorization, and include:

- Overnight Deliveries
- Reproduction
- Sub-Consultant
- Long Distance Telephone Calls

3.2.3 Mileage shall be reimbursed in accordance with F.S. 112.061 and CITY policy for pre-approved out-of-county travel.

3.2.4 Reimbursable Expenses, including subconsultants, shall be reimbursed at cost.

3.2.5 Pre-approved travel costs shall be reimbursed in accordance with F.S. 112.061.

3.2.6 All assets, i.e. durable goods, purchased as reimbursable expenses become the property of the CITY upon completion of the work for which the asset was utilized. All such assets must be surrendered by delivery to the City of Wauchula upon demand, termination of the Agreement, or the conclusion of the project, whichever occurs first.

3.2.7 CONSULTANT shall maintain a current inventory of all such assets as described in Section 3.2.6.

#### **4.0 Insurance**

##### **4.1 General Provisions**

4.1.1 CONSULTANT shall maintain, at all times, the following minimum levels of insurance and shall, without in any way altering their liability, obtain, pay for and maintain insurance for the coverages and amounts of coverage not less than those set forth below and provide the CITY with a Certificate of Insurance and an opportunity to inspect a certified copy of each policy applicable to this Agreement followed thereafter by an annual Certificate of Insurance satisfactory to the CITY to evidence such coverage before any work commences. Such certificates will provide that there shall be no termination, non-renewal, modification or expiration of such coverage without thirty (30) days prior written notice to the CITY.

4.1.2 The CITY shall be named as an additional insured on all CONSULTANT policies related to the project, excluding professional liability and worker's compensation. The policies shall contain a waiver of subrogation in favor of the City of Wauchula. All insurance coverage shall be written with an insurer having an A.M. Best Rating of a least the "A" category and size category of VIII.

4.1.3 The CONSULTANT's self-insured retention or deductible per line of coverage shall not exceed \$25,000.00 without the permission of the CITY.

4.1.4 If there is any failure by the CONSULTANT to comply with the provisions of this section, the CITY may, at its option, on notice to the CONSULTANT, suspend the work for cause until there is full compliance.

4.1.5 CITY may, at its sole discretion, purchase such insurance at CONSULTANT's expense provided that the CITY shall have no obligation to do so and if the CITY shall do so, it shall not relieve CONSULTANT of its obligation to obtain insurance.

4.1.6 The CONSULTANT shall not be relieved of or excused from the obligation to obtain and maintain such insurance amount and coverages.

4.1.7 All CONSULTANT's sub-contractors shall be required to include CITY and CONSULTANT as additional insured on their General Liability Insurance policies.

4.1.8 In the event that subconsultants used by the CONSULTANT do not have insurance, or do not meet the insurance limits, CONSULTANT shall indemnify and hold harmless the CITY for any claim in excess of the subconsultants' insurance coverage.

4.1.9 The CONSULTANT shall not commence work under this Agreement until all insurance required as stated herein has been obtained and such insurance has been approved by the CITY.

4.2 Comprehensive Automobile Liability Insurance. \$1,000,000.00 combined single limit of liability for bodily injuries, death and property damage resulting from any one occurrence, including all owned, hired, and non-owned vehicles.

4.3 Commercial General Liability. \$1,000,000.00 combined single limit of liability for bodily injuries, death and property damage, and personal injury resulting from any one occurrence, including the following coverages:

4.3.1 Premises and Operations:

Broad Form Commercial General Liability Endorsement to include Blanket Contractual liability (specifically covering, but not limited to, the contractual obligations assumed by the Firm); Personal Injury (with employment and contractual exclusions deleted); and Broad Form Property Damage coverage.

4.3.2 Independent Contractors:

Delete Exclusion relative to collapse, explosion and underground; Property Damage Hazards; Cross Liability Endorsement; and Contractual liability (specifically covering, but not limited to, the contractual obligations assumed by the Firm)

4.4 Umbrella (Excess) Liability Insurance. Umbrella Liability with limits of not less than \$1,000,000.00, exclusive of defense costs, to be in excess of all other coverages. Such coverage shall be at least as broad as the primary coverages above, with any excess umbrella layers written on a strict following form basis over the primary coverage. All such policies shall be endorsed to provide defense coverage obligations.

4.5 Professional Liability Insurance. \$2,000,000.00 for design errors and omissions, exclusive of defense costs. CONSULTANT shall be required to provide continuing Professional Liability Insurance to cover each project for a period of two (2) years after the project is completed. Insurance requirements may vary depending on projects as determined by the City Manager. The CITY may require the CONSULTANT to provide a higher level of coverage for a specific project and time frame.

4.6 Performance, Payment and Other Bonds. CONSULTANT shall furnish Performance and Payment Bonds specific to each project if required and agreed to under the Consultant Service Agreement for the project.

4.7 Worker's Compensation. The CONSULTANT shall provide, pay for, and maintain worker's compensation insurance on all employees, its agents or subcontractors as required by Florida Statutes.

## **5.0 Standard of Care**

5.1 CONSULTANT has represented to the CITY that it has the personnel and experience necessary to perform the work in a professional and workmanlike manner.

5.2 CONSULTANT shall exercise the same degree of care, skill, and diligence in the performance of the Services as is provided by a professional of like experience, knowledge and resources, under similar circumstances.

5.3 CONSULTANT shall, at no additional cost to CITY, re-perform services which fail to satisfy the foregoing standard of care or otherwise fail to meet the requirement of this Agreement.

5.4 The CONSULTANT warrants that all services shall be performed by skilled and competent personnel to the professional standards in the field.

## **6.0 Indemnification**

6.1 General. Having considered the risks and potential liabilities that may exist during the performance of the Services and in consideration of the promises included herein, CITY and CONSULTANT agree to allocate such liabilities in accordance with this Section.

### **6.2 Indemnification.**

6.2.1 CONSULTANT, to the extent permitted by law, shall indemnify, defend (by counsel reasonably acceptable to CITY) protect and hold CITY, and its officers, employees and agents, free and harmless from and against any and all, including, but not limited to, any claims, actions, causes of action, liabilities, penalties, forfeitures, damages, losses and expenses (including, without limitation, attorney's fees and costs during negotiation, through litigation and all appeals therefrom), or death of or injury to any person or damage to any property whatsoever, arising out of or resulting from (i) the failure of CONSULTANT to comply with applicable non-conflicting laws, rules or regulations, (ii) the breach by CONSULTANT of its obligations under this Agreement, (iii) any claim for trademark, patent or copyright infringement arising out of the scope of CONSULTANT's performance of this Agreement, or (iv) the negligent act, errors or omissions, or intentional or willful misconduct, of CONSULTANT, its sub-consultants, agents, employees and invitees; provided, however, that CONSULTANT shall not be obligated to defend or indemnify the CITY with respect to any such claims or damages arising out of the CITY's negligence.

6.2.2 CITY review, comment and observation of the CONSULTANT's work and performance of this Agreement shall in no manner constitute a waiver of the indemnification provisions of this Agreement.

6.2.3 CONSULTANT agrees that it bears sole legal responsibility for its work and work product, and the work and work product of subconsultants and their employees, and/or for CONSULTANT's performance of this Agreement and its work product(s).

6.3 Survival. Upon completion of all Services, obligations and duties provided for in this Agreement, or in the event of termination of this Agreement for any reason, the terms and conditions of this Agreement shall survive as if the Agreement were in full force and effect.

## **7.0 Independent Contractor**

7.1 CONSULTANT undertakes performance of the Services as an independent contractor and shall be wholly responsible for the methods of performance.

7.2 CITY shall have no right to supervise the methods used, but CITY shall have the right to observe such performance.

7.3 CONSULTANT shall work closely with CITY in performing Services under this Agreement.

7.4 The CONSULTANT shall not pledge the CITY's credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgment, lien or any form of indebtedness and shall have no right to speak for or bind the CITY in any manner.

7.5 CONSULTANT further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Agreement.

#### **8.0 Authority to Practice**

8.1 The CONSULTANT hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business, and that it will at all times conduct its business activities in a reputable manner.

#### **9.0 Compliance with Laws**

9.1 In performance of the Services, CONSULTANT will comply with applicable regulatory requirements including federal, state, special district, and local laws, rules, regulations, orders, codes, criteria and standards.

#### **10.0 Subcontracting**

10.1 The CITY reserves the right to accept the use of a subcontractor or to reject the selection of a particular subcontractor and to inspect all facilities of any subcontractor.

10.2 If a subcontractor fails to perform or make progress, as required by this Agreement, and it is necessary to replace the subcontractor to complete the work in a timely fashion, the CONSULTANT shall promptly do so, subject to acceptance of the new subcontractor by the CITY. Failure of a Subcontractor to timely or properly perform its obligations shall not relieve CONSULTANT of its obligations hereunder.

#### **11.0 Federal and State Taxes**

11.1 The CITY is exempt from Federal Tax and State Sales and Use Taxes. Upon request, the CITY will provide an exemption certificate to CONSULTANT. The CONSULTANT shall not be exempted from paying sales tax to its suppliers for materials to fulfill contractual obligations with the CITY, nor shall the CONSULTANT be authorized to use the CITY's Tax Exemption Number in securing such materials.

#### **12.0 Public Entity Crimes**

12.1 The CONSULTANT understands and acknowledges that this Agreement with the CITY will be void, in the event the conditions under Section 287.133, Florida Statutes applies to the CONSULTANT, relating to conviction for a public entity crime.

#### **13.0 CITY's Responsibilities**

13.1 CITY shall be responsible for providing access to all CITY project sites, and providing information in the CITY's possession that may reasonably be required by CONSULTANT, including; existing reports, studies, financial information, and other required data that are available in the files of the CITY.

#### **14.0 Termination of Agreement**

14.1 This Agreement may be terminated by the CONSULTANT upon thirty (30) days prior written notice to the CITY in the event of substantial failure by the CITY to perform in accordance with the terms of the Agreement through no fault of the CONSULTANT.

14.2 This Agreement may be terminated by the CITY with or without cause immediately upon written notice to the CONSULTANT.

14.3 Unless the CONSULTANT is in breach of this Agreement, the CONSULTANT shall be paid for services rendered to the CITY's satisfaction through the date of termination.

14.4 After receipt of a Termination Notice and except as otherwise directed by the CITY, the CONSULTANT shall:

14.4.1 Stop work on the date and to the extent specified.

14.4.2 Terminate and settle all orders and subcontracts relating to the performance of the terminated work.

14.4.3 Transfer all work in process, completed work, and other material related to the terminated work to the CITY.

14.4.4 Continue and complete all parts of the work that have not been terminated.

14.5 The CONSULTANT shall be paid for services actually rendered to the date of termination.

#### **15.0 Uncontrollable Forces (Force Majeure)**

15.1 Neither the CITY nor CONSULTANT shall be considered to be in default of this Agreement if delays in or failure of performance shall be due to Uncontrollable Forces, the effect of which, by the exercise of reasonable diligence, the non-performing party could not avoid. The term "Uncontrollable Forces" shall mean any event which results in the prevention or delay of performance by a party of its obligations under this Agreement and which is beyond the reasonable control of the nonperforming party. It includes, but is not limited to fire, flood, earthquakes, storms, lightning, epidemic, war, riot, civil disturbance, sabotage, and governmental actions.

15.2 Neither party shall, however, be excused from performance if nonperformance is due to forces which are preventable, removable, or remediable and which the nonperforming party could have, with the exercise of reasonable diligence, prevented, removed or remedied with reasonable dispatch.

15.3 The nonperforming party shall, within a reasonable time of being prevented or delayed from performance by an Uncontrollable Force, give written notice to the other party describing the circumstances and Uncontrollable Forces preventing continued performance of the obligations of this Agreement.

#### **16.0 Governing Law and Venue**

16.1 This Agreement shall be governed in all respects by the laws of the State of Florida and any litigation with respect thereto shall be brought only in the courts of Hardee County, Florida or the United States District Court, Middle District of Florida located in Hillsborough County, Florida.

#### **17.0 Non-Discrimination**

17.1 The CONSULTANT warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, gender, age or national origin.

#### **18.0 Waiver**

18.1 A waiver by either CITY or CONSULTANT of any breach of this Agreement shall not be binding upon the waiving party unless such waiver is in writing. In the event of a written waiver, such a waiver shall not affect the waiving party's rights with respect to any other or further breach. The making or acceptance of a payment by either party with knowledge of the existence of a default or breach shall not operate or be construed to operate as a waiver of any subsequent default or breach.

#### **19.0 Severability**

19.1 The invalidity, illegality, or unenforceability of any provision of this Agreement, or the occurrence of any event rendering any portion or provision of this Agreement void, shall in no way affect the validity or enforceability of any other portion or provision of the Agreement.

19.2 Any void provision shall be deemed severed from the Agreement and the balance of the Agreement shall be construed and enforced as if the Agreement did not contain the particular portion or provision held to be void.

19.3 The parties further agree to reform the Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision.

19.4 The provisions of this section shall not prevent the entire Agreement from being void should a provision which is of the essence of the Agreement be determined to be void.

## **20.0 Entirety of Agreement**

20.1 The CITY and the CONSULTANT agree that this Agreement sets forth the entire Agreement between the parties, and that there are no promises or understandings other than those stated herein.

20.2 This Agreement supersedes all prior agreements, contracts, proposals, representations, negotiations, letters or other communications between the CITY and CONSULTANT pertaining to the Services, whether written or oral.

20.3 None of the provisions, terms and conditions contained in this Agreement may be added to, modified, superseded or otherwise altered except by written instrument executed by the parties hereto.

## **21.0 Modification**

21.1 The Agreement may not be modified unless such modifications are evidenced in writing signed by both CITY and CONSULTANT. Such modifications shall be in the form of a written Amendment executed by both parties.

## **22.0 Successors and Assigns**

22.1 CITY and CONSULTANT each binds itself and its partners, successors, assigns and legal representatives to the other party to this Agreement and to the partners, successors, executors, administrators, assigns, and legal representatives.

22.2 CONSULTANT shall not assign this Agreement without the express written approval of the CITY by executed amendment.

22.3 In the event of a merger, the surviving corporation shall be substituted for the contracting party to this agreement and such substitution shall be affirmed by the City of Wauchula City Commission by executed amendment.

## **23.0 Contingent Fees**

23.1 The CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than bona fide employee working solely for the CONSULTANT, any fee, commission, percentage, gift or any other consideration contingent upon or resulting from the award or making of this Agreement.

## **24.0 Truth-In-Negotiation Certificate**

24.1 Execution of this Agreement by the CONSULTANT shall act as the execution of a Truth-in-Negotiation certificate certifying that the wage rates and costs used to determine the compensation provided for in this Agreement are accurate, complete, and current as of the date of the Agreement.

24.2 The said rates and costs shall be adjusted to exclude any significant sums should the CITY determine that the rates and costs were increased due to inaccurate, incomplete or noncurrent wage rates or due to inaccurate representations of fees paid to outside

consultants. The CITY shall exercise its rights under this "Certificate" within one (1) year following payment.

**25.0 Ownership of Documents**

25.1 CONSULTANT shall be required to cooperate with other consultants relative to providing information requested in a timely manner and in the specified form. Any and all documents, records, disks, original drawings, or other information shall become the property of the CITY for its use and/or distribution as may be deemed appropriate by the CITY. CONSULTANT is not liable for any damages, injury or costs associated with the CITY use or distribution of these documents for purposes other than those originally intended by CONSULTANT.

**26.0 Access and Audits**

26.1 CONSULTANT shall maintain adequate records to justify all charges and costs incurred in performing the work for at least three (3) years after completion of this Agreement. The CITY shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours at the CONSULTANT's place of business.

26.2 Misrepresentations of billable time or reimbursable expenses as determined by the Auditor to the City of Wauchula shall result in the recovery of any resulting overpayments. The CITY's cost of recovery shall be the sole expense of the CONSULTANT, including accounting and legal fees, court costs and administrative expenses.

26.3 Intentional misrepresentations of billable hours and reimbursable expenses will be criminally prosecuted to the fullest extent of the law.

26.4 All invoices submitted are subject to audit and demand for refund of overpayment up to three (3) years following completion of all services related to this Agreement.

**27.0 Notice**

27.1 Any notice, demand, communication, or request required or permitted hereunder shall be in writing and delivered in person or sent by Federal-Express or by Certified Mail, postage prepaid as follows:

As to City:  
City of Wauchula  
126 S. 7th Avenue  
Wauchula, FL 33873  
Attention: City Manager

As to Consultant:

27.2 Notices shall be effective when received at the addresses as specified above. Changes in the respective addresses to which such notice is to be directed may be made from time to time by either party by written notice to the other party. Facsimile transmission is acceptable notice effective when received, however, facsimile transmissions received (i.e.; printed) after 5:00 p.m., or on weekends or holidays, will be deemed received on the next business day. The original of the notice must additionally be mailed as required herein.

27.3 Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of CONSULTANT and CITY.



**28.0 Service of Process**

As to City: Thomas A. Cloud, Esquire  
301 East Pine Street, Suite 1400  
Orlando, Florida 32801

As to Consultant:

**29.0 Contract Administration**

29.1 Services of CONSULTANT shall be under the general direction of the City Manager, or their successor, who shall act as the CITY's representative during the term of the Agreement.

**30.0 Key Personnel**

30.1 CONSULTANT shall notify CITY in the event of key personnel changes, which might affect this Agreement. To the extent possible, notification shall be made within ten (10) days prior to changes. CONSULTANT at CITY's request shall remove without consequence to the CITY any Subcontractor or employee of the CONSULTANT and replace him/her with another employee having the required skill and experience. CITY has the right to reject proposed changes in key personnel. The following personnel shall be considered key personnel:

Name:

Name:

**31.0. Annual Appropriations**

31.1 CONSULTANT acknowledges that the CITY, during any fiscal year, shall not expend money, incur any liability, or enter into any agreement which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any agreement, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such agreement. Nothing herein contained shall prevent the making of agreements for a period exceeding one year, but any agreement so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years. Accordingly, the CITY's performance and obligation to pay under this agreement is contingent upon annual appropriation.

**32.0 Liquidated Damages**

32.1 The parties hereto agree that liquidated damages will be assessed against the CONSULTANT for CONSULTANT's failure to meet the final deliverable date in the Performance Schedule in the Scope of Work, but only to the extent and in proportion to CONSULTANT's fault in causing the delay as compared to other causes, and to the extent the CONSULTANT is not delayed by reasons beyond CONSULTANT's reasonable control.

**33.0 Unauthorized Alien(s)**

33.1 The CONSULTANT agrees that unauthorized aliens shall not be employed nor utilized in the performance of the requirements of this Agreement. The City shall consider the employment or utilization of unauthorized aliens a violation of Section 274A(e) of the Immigration and Naturalization Act (8 U.S.C. 1324a). Such violation shall be cause for unilateral termination of this Agreement by the City. The form "AFFIDAVIT CERTIFICATION

IMMIGRATION LAWS” will be signed by the CONSULTANT and submitted as part of the Agreement.

**34.0 Limitation of Liability.**

34.1 In no event, shall the CITY be liable to the VENDOR for indirect, incidental, consequential, special, exemplary, or punitive damages of any kind or nature, including loss of profit, whether foreseeable or not, arising out of or resulting from the nonperformance or breach of this contract by the CITY whether based in contract, common law, warranty, tort, strict liability, contribution, indemnity or otherwise.

(THE REMAINDER OF THE PAGE LEFT INTENTIONALLY BLANK)

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date and year first above written.

**Attest:**  
**HOLLY SMITH**  
City Clerk

**CITY OF WAUCHULA, a municipal corporation, organized & existing under the laws of the State of Florida**

By: \_\_\_\_\_  
Holly Smith, City Clerk

By: \_\_\_\_\_  
Terry W. Atchley, City Manager

Date Approved by Commission: \_\_\_\_\_

Review as to form and legal sufficiency

\_\_\_\_\_ Date \_\_\_\_\_  
Thomas A. Cloud, Esquire  
City Attorney

Attest: (COMPANY NAME)  
a \_\_\_\_\_ Corporation

By: \_\_\_\_\_  
Corporate Secretary

By: \_\_\_\_\_

\_\_\_\_\_  
[Print Name]

\_\_\_\_\_  
[Print Name]

DATE: \_\_\_\_\_

\_\_\_\_\_  
[Title]

SEAL

DATE: \_\_\_\_\_

ACKNOWLEDGEMENT OF FIRM, IF A CORPORATION

STATE OF \_\_\_\_\_ COUNTY OF \_\_\_\_\_

The foregoing instruments was acknowledged before me this

\_\_\_\_\_ By \_\_\_\_\_

(Date)

(Name of officer or agent, title of officer or agent)

on behalf of the corporation, pursuant to the powers conferred upon said officer or agent by the corporation. He/she personally appeared before me at the time of notarization, and is personally known to me or has produced

\_\_\_\_\_ as identification and did certify to have knowledge of the matters

(Type of Identification)

stated in the foregoing instrument and certified the same to be true in all respects. Subscribed and sworn to (or affirmed) before me this \_\_\_\_\_

(Date)

\_\_\_\_\_ Commission Number \_\_\_\_\_

(Official Notary Signature and Notary Seal)

\_\_\_\_\_ Commission Expiration Date \_\_\_\_\_

(Name of Notary typed, printed or stamped)

ACKNOWLEDGEMENT OF FIRM, IF A PARTNERSHIP

STATE OF \_\_\_\_\_ COUNTY OF \_\_\_\_\_ The foregoing instrument was

acknowledged before me this \_\_\_\_\_ By \_\_\_\_\_

(Date)

(Name of acknowledging partner or agent)

on behalf of \_\_\_\_\_, a partnership. He/She personally appeared before me at the time of notarization, and is personally known to me or has produced \_\_\_\_\_ as identification and did certify to have knowledge of

(Type of Identification)

the matters in the foregoing instrument and certified the same to be true in all respects.

Subscribed and sworn to (or affirmed) before me this \_\_\_\_\_

(Date)

\_\_\_\_\_ Commission Number \_\_\_\_\_

(Official Notary Signature and Notary Seal)

\_\_\_\_\_ Commission Expiration Date \_\_\_\_\_

(Name of Notary typed, printed or stamped)

ACKNOWLEDGEMENT OF FIRM, IF AN INDIVIDUAL

STATE OF \_\_\_\_\_ COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this

\_\_\_\_\_ By \_\_\_\_\_

(Date)

(Name of acknowledging)

who personally appeared before me at the time of notarization, and is personally known to me or has produced \_\_\_\_\_ as identification and did certify to have knowledge of

(Type of Identification)

the matters in the foregoing instrument and certified the same to be true in all respects. Subscribed and sworn to (or affirmed) before me this \_\_\_\_\_

(Date)

\_\_\_\_\_ Commission Number \_\_\_\_\_

(Official Notary Signature and Notary Seal)

\_\_\_\_\_ Commission Expiration Date \_\_\_\_\_

(Name of Notary typed, printed or stamped)

## **EXHIBIT "A"** **SCOPE OF WORK**

This scope of work is for engineering, architectural, surveying and mapping services on various municipal projects. Services may be requested for projects related to water, wastewater, stormwater, reclaim and/or reuse water systems; roadways; land development and comprehensive planning concurrence; and such other services as may be performed by an architect, professional engineer or registered surveyor and mapper in connection with his or her professional employment or practice.

Types of services could include:

- Civil engineering to include design, permitting, bidding and construction phase services for utilities, roadways and other municipal facilities
- Utility master planning and hydraulic modeling
- Utility rate generation and evaluation
- Water quality engineering, modeling and evaluation
- Water engineering, treatment and evaluation
- Wastewater engineering, treatment and evaluation
- Stormwater engineering, treatment and evaluation
- Biosolids management
- Regulatory permitting for water, wastewater and stormwater facilities
- Utility environmental affairs
- Surveying
- Hydrogeology and surface and groundwater modeling
- Geotechnical testing and engineering
- Utility acquisition and evaluation
- Right-of-way services
- Structural, electrical and/or mechanical engineering
- Constructability plan review/value engineering
- Instrumentation and controls; including SCADA
- Feasibility studies for developing, improving and maintaining city facilities
- Water, wastewater, stormwater and reclaim water facilities operational experience
- Public involvement & education services
- Subsurface utility location
- Development plan review; capacity and comprehensive plan concurrence
- Architectural services
- GIS & CADD design capability
- Database & Information system development related to utility systems and management

The City shall request the services on an as-needed basis. There is no guarantee that any or all of the services described in this agreement will be assigned during the term of this agreement. Further, the Consultant is providing these services on a nonexclusive basis. The City, at its option, may elect to have any of the services set forth herein performed by other consultants or City staff.

All work must be performed in accordance with applicable Federal, State and Local regulations.

**EXHIBIT "B"**  
**FEE SCHEDULE**