

## PROFESSIONAL ENGINEERING SERVICES AGREEMENT

THIS AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES (“Agreement”) is made this 26th day of February, 2024 (“Effective Date”), by and between the **CITY OF CHIPLEY**, (“CLIENT”), a municipality duly incorporated under the State of Florida, having offices at 1442 Jackson Avenue, Chipley FL. 32428 and **MOTT MACDONALD FLORIDA, LLC** (“ENGINEER” or “MOTT MACDONALD”), a Florida limited liability company, having offices at 1022 West 23<sup>rd</sup> Street, Suite 680, Panama City, FL 32405. CLIENT and ENGINEER are collectively referred to as the “Parties” or individually as a “Party”.

WHEREAS, CLIENT desires to retain ENGINEER for the purposes of providing engineering services for a federally funded small cities Community Development Block Grant (CDBG) No. 23DB-N30. The Project involves the relocation and reconstruction of Peach Street Lift Station No. 6 in the City of Chipley, Florida; and

WHEREAS, the specific scope of the work and fees for the project are documented in the Service Order included in Exhibit A; and

WHEREAS, this Agreement establishes the terms and conditions that shall apply to the Service Order;

NOW, THEREFORE, in consideration of the covenants herein contained, the Parties hereto agree as follows:

### 1. DEFINITIONS

For purposes of this Agreement, the following defined terms shall have the meanings set forth in this Article 1.

- (a) “Agreement” means this Agreement together with all other addenda attached hereto from time to time constitute the Agreement, and the Service Order for this project. All article and section numbers used herein refer to articles and sections of this Agreement unless otherwise specifically stated.
- (b) "CLIENT" means the entity noted in the opening paragraph to this Agreement.
- (c) “Project” means the “Specific Project” set forth in Exhibit A: Service Order.
- (d) "Scope of Work" or “Services” or “Work” means those services described in the Service Order.
- (e) “Service Order” means a fully executed document as set forth in Exhibit A.

### 2. SCOPE OF WORK

- (a) Subject to the terms and conditions of this Agreement, CLIENT engages ENGINEER to perform, and ENGINEER agrees to perform, the Services described in the Service Order executed by both parties to this Agreement. Services not expressly provided for in the Scope of Work are excluded from the scope of work and ENGINEER assumes no duty to perform such services. **ENGINEER'S SERVICES SHALL NOT BE SUBJECT TO ANY EXPRESS OR IMPLIED WARRANTIES WHATSOEVER NOR SHALL IT BE SUBJECT TO ANY FITNESS FOR PURPOSE WARRANTIES, PERFORMANCE STANDARDS OR GUARANTEES OF ANY KIND.**

- (b) The Services performed by ENGINEER shall be in a manner consistent with that level of care and skill ordinarily exercised by other professional consulting firms providing similar services under similar circumstances at the time, and in the general vicinity where, the Services are performed (the “Standard of Care”).

3. COMMENCEMENT OF AND CHANGES IN THE WORK

- (a) ENGINEER will initiate the tasks as set forth in the Services Order upon receipt of a fully executed Services Order from the CLIENT. ENGINEER and the CLIENT may at any time, by mutual written agreement, make changes within the general scope of the Services Order in writing.
- (b) If such changes cause an increase or decrease in ENGINEER's cost of or time required for the performance of this Services, or if ENGINEER, in the performance of the Services, encounters conditions differing materially from those anticipated under the Services Order or beyond what could reasonably have been anticipated by an experienced professional in work of the nature involved, ENGINEER shall be entitled to an equitable adjustment in the compensation and performance time of this Services for the Specific Project.
- (c) If, in the performance of its Services, ENGINEER encounters hazardous materials, or pollutants that pose unanticipated risks, the Scope of Work and ENGINEER's compensation and time of performance will be reconsidered and the Services Order shall immediately become subject to renegotiation or termination, at ENGINEER's option. In the event that this Agreement or any Services Order is so terminated, ENGINEER shall be paid for its fees and charges incurred to the date of such termination, including, if applicable, any additional fees or charges incurred in demobilizing.
- (d) It is recognized that other contractors or consultants may be retained separately by the CLIENT for the Project (including but not limited to geological, drilling and laboratory contractors) who may provide inputs to the Project to be utilized by ENGINEER. ENGINEER shall have the right to rely upon the timely receipt, correctness and completeness of said inputs. ENGINEER shall not be responsible for the acts, errors or omissions of any remediation action contractors or other contractors or consultants working for the CLIENT on the Project.
- (e) ENGINEER shall not have the authority to control the work of contractors retained by the CLIENT and ENGINEER shall not have any responsibility for the means, methods, sequences, procedures or techniques used on the Project, for site safety, or for the use of safe construction practices by such contractors, such responsibilities resting solely with CLIENT's other contractors or parties other than ENGINEER.
- (f) ENGINEER shall not be held responsible for damages or delays in performance (and the direct or indirect costs or consequences arising from such delays) caused or arising in whole or in part from force majeure or other events beyond ENGINEER's reasonable control, and to the extent ENGINEER is impacted by the same, then ENGINEER shall be entitled to an equitable adjustment of this Agreement. For purposes of this Agreement force majeure shall include, but not be limited to, adverse weather conditions, changes in law, floods, epidemics, war, riot, strikes, lockouts and other industrial disturbances, accidents, sabotage, fire, terroristic acts, loss of permits, breakdown of machinery, failure to obtain permits, court orders, acts of God, acts, orders, laws or regulations of any government agency and unavoidable delays in the receipt of laboratory testing results.

4. PAYMENT OF ENGINEER'S FEES

- (a) ENGINEER shall be compensated for its services on a time and materials or lump sum basis, as more particularly set forth in the Exhibit A: Service Order.
- (b) On or before the 30th day of each month in which the ENGINEER is performing the Services, ENGINEER shall invoice CLIENT for the Services performed through the last day of the preceding month. ENGINEER'S Invoices shall be due and payable within thirty (30) days following CLIENT'S receipt of the invoice.
- (c) For Services performed on a time and materials basis, invoices shall be submitted monthly by ENGINEER to the CLIENT and shall indicate the charges due from the Hourly Rate Schedule (including, without limitation, reimbursable expenses), attached hereto as Exhibit B.
- (d) For Services performed on a lump sum basis, invoices shall be submitted monthly by ENGINEER to CLIENT and shall indicate the tasks performed and completed, on a percent completed basis (including, without limitation, reimbursable expenses), and shall include the charges due based on the percentage of completion of the services, or in accordance with a payment schedule as otherwise mutually agreed to in Exhibit A.
- (e) The CLIENT shall promptly review ENGINEER's invoices and if the CLIENT disputes any amounts invoiced the CLIENT shall give prompt written notice thereof, including the item or items disputed and the basis for the dispute. The CLIENT shall in any event pay all amounts invoiced that the CLIENT does not dispute as provided for herein. Invoiced amounts not paid within thirty (30) days of their receipt shall bear interest at the maximum amount permissible by law.
- (f) The compensation for ENGINEER's Services has been agreed to in anticipation of the orderly and continuous progress of a Project through completion. If there are material modifications or changes in the extent of the Project or in the time required for ENGINEER's services, its compensation and time of performance shall be equitably adjusted.

5. RESPONSIBILITIES OF THE CLIENT

The CLIENT, at its own expense, will:

- (a) Provide all criteria and full information as to the CLIENT's requirements for the Project and will make available to ENGINEER all information, documents and assistance necessary or reasonably requested by ENGINEER in order to enable it to perform the Services in a timely manner, all of which ENGINEER shall be entitled to rely upon without independent verification.
- (b) Make decisions, provide approvals and obtain all necessary authorizations, licenses and permits required in order to permit the timely performance of the Services, notify ENGINEER if it becomes aware of any matter that may change the scope, timing, order or complexity of the Services, and act reasonably, professionally and in good faith in all respects in connection with the Agreement.
- (c) Upon request by ENGINEER, furnish ENGINEER with copies of all existing data, reports, surveys, plans and other materials and information, within the possession of the CLIENT, required for the Project, all of which ENGINEER may use and rely upon in performing its Services under this Agreement.
- (d) Arrange for access to and make all provisions for ENGINEER to enter upon public and private property as required for ENGINEER to perform its Services.

- (e) Be responsible for locating existing underground or covered site utilities, pipelines, tanks and other structures prior to the installation of borings, wells or excavations and be responsible for all claims, liabilities and damages resulting from the failure to accurately to locate same. CLIENT shall review all boring, well and excavation locations prior to installation and shall direct that they be relocated if any conflict exists with any underground utilities, tanks or other structures.
- (f) Provide a description of activities which were conducted at the site at any time by the CLIENT or by any person or entity which would relate to the services and identify by name, quantity, location and date any releases of hazardous substances or pollutants.
- (g) Give prompt written notice to ENGINEER whenever the CLIENT observes or otherwise becomes aware of any development that affects the scope or timing of ENGINEER's services or any alleged defect in ENGINEER's services.
- (h) Designate an individual or individuals to act as the CLIENT's representative(s) with respect to the services to be rendered under a Services Order. Said individual(s) shall each have complete authority to transmit instructions, receive information and interpret and define the CLIENT's requirements, decisions, policies, drawings, plans, surveys, data and reports.
- (i) To the extent required by law, promptly report all regulated conditions, including, without limitation, the discovery of releases of hazardous substances at the site to the appropriate authorities in accordance with applicable law.
- (j) Assume responsibility for unavoidable damage or alteration to the Project site caused by ENGINEER's services.
- (k) Assume responsibility for personal injuries and property damage caused by ENGINEER's interference with subterranean structures such as pipes, tanks and utility lines that are not disclosed to or are not accurately disclosed to ENGINEER by the CLIENT in advance.
- (l) CLIENT shall be solely responsible for the health, safety and welfare of its employees and agents and others with regard to the Work, and shall strictly comply with all health and safety rules, including but not limited to ENGINEER's Injury, Illness and Prevention Program or applicable guidance which may be provided by ENGINEER, and all other applicable rules, regulations and guidance required by ENGINEER, CLIENT or applicable government agencies relating to the Work. CLIENT is solely responsible for establishing and enforcing any additional requirements that CLIENT deems necessary to protect its employees, ENGINEER's employees, and any other persons entering the site for purposes relating to CLIENT's operations.

## 6. INSURANCE

In connection with any Services Order issued hereunder, and so long as ENGINEER is performing Services under this Agreement, ENGINEER shall maintain insurance coverages in forms and limits as set forth below:

- a. Statutory Worker's Compensation and Employer's Liability Insurance, with limits of \$1,000,000.
- b. Commercial General Liability Insurance in the amount of \$1,000,000 bodily injury and property damage, combined aggregate limit, with "XCU" exclusions removed.
- c. Comprehensive Automobile Liability Insurance for owned, hired and non-owned motor vehicles with limits of \$200,000 bodily injury and property damage, combined single limit.
- d. Professional Liability insurance in an amount of \$1,000,000 per claim and annual aggregate.

7. INDEMNIFICATION

(a) ENGINEER agrees to indemnify, save and hold harmless CLIENT from and against all claims, demands, suits, judgments, liabilities, costs and reasonable attorney fees, to the extent caused by the negligent errors or omissions in the performance of the Services provided hereunder.

(b) CLIENT agrees to indemnify, save and hold harmless ENGINEER from and against all claims, demands, suits, judgments, liabilities, costs and reasonably attorney fees, to the extent caused by the negligent acts, errors or omissions of the CLIENT, in the performance of their services and obligations under this Agreement.

(c) In addition to (b) above, CLIENT shall indemnify, defend and hold harmless ENGINEER from and against all losses, claims, expenses and damages in whole or in part arising or resulting from or in connection with substances or wastes found or identified at any Project work sites (including, without limitation claims and liabilities arising from statutes such as RCRA, CERCLA, SARA, or any other federal or state statutes) and including but not limited to losses, claims, expenses and damages which arise in whole or in part out of or are related to, or are based upon, the actual, alleged or threatened dispersal, discharge, escape, release or saturation of smoke, vapor, soot, fumes, acids, alkalis, toxic chemicals, wastes, solids, liquids, gases, thermal irritants or contaminants, hazardous, toxic residual or special wastes, materials or substances nuclear material, asbestos material, or any other material, irritant, contaminant or pollutant in or into the atmosphere, or on, onto, upon in or into the surface or subsurface (a) soils, (b) water or watercourses, (c) objects, or (d) any tangible or intangible matter, whether sudden or not.

8. WAIVER OF CONSEQUENTIAL DAMAGES

The Parties waive their rights to any and all claims against each other for incidental, special, indirect or consequential damages of any nature whatsoever, including but not limited to loss of use, lost profits, economic loss, delay, liquated damages or business interruption type damages arising out of or in any way related to the Services or Work, from any cause or causes, including but not limited to joint and several liability or strict liability and whether arising in contract, warranty, tort, negligence (including strict liability) or otherwise and no matter how claimed, computed or characterized.

9. LIMITATION OF LIABILITY

(a) CLIENT and ENGINEER have evaluated the risks and rewards associated with the Services to be performed under this Agreement, including ENGINEER's fee relative to the risks assumed, and agree to allocate certain of the risks as set forth herein. Accordingly, to the fullest extent permitted by law, the total aggregate liability of ENGINEER (and its related corporations, subconsultants, and employees) to CLIENT is limited to the professional fees actually paid to ENGINEER for Services provided under the Service Order, for any and all injuries, damages, claims, losses, or expenses (including attorney and expert fees) arising out of ENGINEER's Services on the Project under the Services Order that gives rise to the claim, regardless of cause(s) or the theory of liability, including negligence, indemnity, or other recovery.

(b) AN INDIVIDUAL EMPLOYEE OR AGENT OF MOTT MACDONALD FLORIDA, LLC WHO PERFORMS PROFESSIONAL SERVICES UNDER THIS AGREEMENT OR A SERVICES ORDER IS NOT A PARTY TO THIS AGREEMENT. PURSUANT FLORIDA STATUTE § 558.0035 (JULY 1, 2013), AN INDIVIDUAL EMPLOYEE OR AGENT MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE.

10. DEFAULT/TERMINATION

In the event of a material breach of this Agreement or a Service Order by either Party and provided that the non-breaching Party is not in material breach under the Agreement or a Services Order and has given written notice to the other Party specifying (i) its material breach and (ii) the non-breaching Party's intent to terminate the Agreement or Service Order, all at least ten (10) calendar days before the proposed date of termination, and the breaching Party has failed to correct the material breach within said ten (10) calendar days, or prepared a plan reasonably designed to cure the default if said cure is not possible within said ten (10) day period, then this Agreement or the Service Order, as appropriate, shall be terminated on the date set forth in such notice. If the breaching Party cures its breach at any time prior to the proposed date of the termination, the termination notice shall be deemed withdrawn and be of no force or effect. Notwithstanding anything herein to the contrary, CLIENT may terminate this Agreement and the Service Order at any time, for any or no reason, upon written notice to ENGINEER; provided however that any such termination by CLIENT shall not relieve CLIENT of its obligation to pay for services or materials provided by ENGINEER in accordance with the terms of the Agreement and/or Service Order prior to termination.

11. TIME FOR PERFORMANCE

Subject to the Standard of Care, ENGINEER shall complete its performance of the Services in conformity with the time limitations, if any, set forth in the Services Order.

12. NOTICES

(a) All Notices, instructions and other communications, other than a formal notice of default, required or permitted to be given hereunder shall be in writing and shall be delivered via facsimile transmission or mailed by first class mail, as follows:

If to ENGINEER:

MOTT MacDONALD FLORIDA, LLC  
1022 West 23<sup>rd</sup> Street, Suite 680  
Panama City, FL 32405  
Attention: Billy R. Perry  
Phone: (850)763-9393

If to CLIENT:

CITY OF CHIPLEY  
1442 Jackson Avenue  
Chipley, Florida 32428  
Attention: Patrice Tanner  
Phone: (850)638-6350

With a copy to:

MOTT MacDONALD, LLC  
111 Wood Avenue South  
Iselin, New Jersey 08830-4112  
Attention: General Counsel  
Phone: 973-379-3400

(b) Either CLIENT or ENGINEER may change the address to which communications to it are to be directed, by giving written notice to the other in the manner provided in this Section 12(a).

13. CONSTRUCTION COST ESTIMATES. If any construction cost estimates are prepared under the Service Order, it is understood and agreed by the Parties that such estimates represent ENGINEER's judgment as a design professional familiar with the construction industry. However, because ENGINEER has no control over the cost of labor, materials or equipment, or over any contractor's methods of determining bid prices, or over competitive bidding or market conditions, ENGINEER cannot and does not warrant, guarantee or represent that bids, proposals or negotiated prices will not vary from such estimates prepared by ENGINEER. If CLIENT desires greater assurance as to probable construction cost estimates, then CLIENT understands and agrees it may obtain independent cost estimates from third parties.

14. ELECTRONIC TRANSMISSIONS. Files in electronic media format of text, data, graphics, or of other types that are furnished by ENGINEER to CLIENT are only for the convenience of CLIENT. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. When transferring documents in electronic media format, ENGINEER makes no representations as to long term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer systems, or computer hardware differing from those used in the drafting or transmittal of such documents.

15. GENERAL

- (a) Executed Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but the several counterparts shall constitute but one and the same instrument.
- (b) Entire Agreement. This Agreement sets forth the entire agreement and understanding of CLIENT and ENGINEER in respect of the transactions contemplated hereby and supersedes all prior agreements, arrangements and understandings relating thereto. No representation, promise, inducement or statement of intention has been made by either CLIENT or ENGINEER which is not embodied in this Agreement and Service Order issued under this Agreement.
- (c) Governing Law. This Agreement will be interpreted and construed in accordance with the internal laws of the State of Florida without regard to choice-of-law principles that would require the application of the laws of a jurisdiction other than such State. Unless otherwise prohibited by law, CLIENT and ENGINEER waive their right to a trial by jury in any litigation resulting from this Agreement.
- (d) Third Parties. Nothing herein shall be construed to give any rights or benefits hereunder to anyone other than the CLIENT and ENGINEER. ENGINEER's work product may not be used or relied upon by any other person without ENGINEER's express written consent. CLIENT agrees and acknowledges that any and all reports, studies, documents or other material prepared by ENGINEER under this Agreement ("Work Product") are prepared for the sole and exclusive benefit of CLIENT, and not for any third party, including but not limited to any potential investor, financing entity, or purchaser of any of CLIENT's projects ("Third Party"). CLIENT acknowledges and agrees that Work Product may not be provided to, assigned to, or relied upon by any Third Party for the purpose of raising finances or making an investment decision, or enhancing or maintaining a credit rating, whether under a primary financing, secondary financing, re-financing, equity investment or similar financing. In the event that CLIENT desires to have a Third Party rely on Work Product, CLIENT acknowledges and agrees that such circumstances may require the execution of a modification to this Agreement or execution of a separate form of

agreement meeting ENGINEER's required terms and conditions applicable to such circumstances. Any Work Product may also include a disclaimer providing notice of the limitations on the use and distribution of such Work Product.

- (e) Ownership of Documents. All design documents, intellectual property, materials or other work product resulting from the Services, including drawings, specifications, calculations, maps, reports, photographs, samples and other documents (hereinafter "Documents") are instruments of service, and ENGINEER shall retain an ownership and property interest therein (including the copyright and the right of reuse at the discretion of the ENGINEER) whether or not the Project is completed. CLIENT may make and retain copies of Documents for information and reference in connection with the use of the Documents on the Project. ENGINEER grants CLIENT a limited license to use the Documents only on the Project for which they were prepared, subject to receipt by ENGINEER of full payment due and owing for all services relating to preparation of the Documents, and subject to the following limitations: (1) CLIENT acknowledges that such Documents are not intended or represented to be suitable for use on the Project unless completed by ENGINEER, or for use or reuse by CLIENT or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by ENGINEER; (2) any such use or reuse, or any modification of the Documents, without written verification, completion, or adaptation by ENGINEER, as appropriate for the specific purpose intended, will be at the CLIENT's sole risk and without liability or legal exposure to ENGINEER or to its officers, directors, members, partners, agents, employees, and ENGINEERS; and (3) such limited license to CLIENT shall not create any rights in third parties.
- (f) Severability. The invalidity of any provision or unenforceability thereof shall not affect the validity or enforceability of any other provisions hereof.
- (g) Assignment or Issuance of Services Orders to ENGINEER's Affiliates. When necessary to comply with State laws regulating the professions, ENGINEER may assign all or parts of the Service Order to ENGINEER's affiliated companies, or CLIENT may issue the Service Order to ENGINEER's affiliated companies, and in such cases ENGINEER's affiliated company shall be considered "ENGINEER" under this Agreement.
- (h) Federally Funded Work. If the Service Order is to perform work on a federal grant funded project, in whole or in part, the provisions of Exhibit C shall apply to the extent required.
- (i) The Engineer warrants that he or she has not employed or retained any company or person, other than a bona fide employee working solely for the Engineer to solicit or secure this agreement and that he or she has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Engineer any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award or making of this agreement.

[SIGNATURE PAGE FOLLOWS]



IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed by their respective officers thereunto duly authorized on the Effective Date first above written.

WITNESS:

\_\_\_\_\_

MOTT MacDONALD FLORIDA, LLC

DocuSigned by:  
*Billy Perry*  
By \_\_\_\_\_  
0B9A7FA0F37C412  
Authorized Representative

\_\_\_\_\_  
Billy Perry, Senior Vice President  
Printed Name & Title

Dated 2/27/2024

WITNESS:

\_\_\_\_\_

CITY OF CHIPLEY

By \_\_\_\_\_  
Authorized Representative

\_\_\_\_\_  
Printed Name & Title

Dated \_\_\_\_\_

**EXHIBIT A  
TO AGREEMENT BETWEEN  
CLIENT and ENGINEER**

**SERVICE ORDER**

This Service Order is issued pursuant to the Master Agreement for Professional Services (“Agreement”) entered into between CLIENT and ENGINEER dated February 26, 2024.

**SPECIFIC PROJECT NAME:**

City of Chipley - Peach Street Lift Station Replacement

**SPECIFIC PROJECT DESCRIPTION:**

The Peach Street Lift Station project involves relocation and reconstruction of Peach Street Lift Station Number Six currently located at the intersection of Peach Street and 2<sup>nd</sup> Avenue. Due to close proximity with the edge of Peach Street and the location near drainage ditches, the City of Chipley wishes to relocate the lift station to a more suitable location.

**SCOPE OF SERVICES:**

ENGINEER will perform the following general services:

- Prepare Plans and Specifications for the Peach Street Lift Station Replacement project and assist in obtaining required permits.
- Prepare Bid Documents, assist in receiving bids and make recommendations on qualified bidder for project award.
- Provide construction oversight and contract administration services for completion of project.

A. Preliminary Design and Coordination Services

Mott MacDonald (MM) shall meet with the City of Chipley (City) as needed during the design and bidding in order to make the project successful. MM will coordinate with all necessary subconsultants and City staff as needed. MM will also coordinate with any applicable third party utility owners regarding any third party utilities. MM will submit all documents to the City for review and approval.

B. Survey

Mott MacDonald will utilize existing survey supplied by the City of Chipley. Mott MacDonald will coordinate all necessary surveying required for the design including all above grade and readily identifiable below grade utilities, improvements, inlet tops and inverts, manhole tops and inverts, and any other items pertaining to the requirements of this project with the City and the performer of the survey work.

C. Geotechnical

Mott MacDonald will utilize existing geotechnical work provided by the City of Chipley. Mott MacDonald will coordinate with the City and the performer of the geotechnical work pertaining to the requirements of this project.

D. Design Services

Mott MacDonald shall design the proposed Peach Street Lift Station relocation. All designs will follow any identified City of Chipley Water & Sewer standards for infrastructure and utilities. MM shall provide plans, details, specifications, and contract documents to the City for review. MM will submit 30%, 90%, and 100% plans to the City for review and approval.

## **DELIVERABLES**

The following review deliverables for contract plans & specifications shall be as follows:

### **30% - Review of Contract Plans & Specifications Submittal**

- A. During the 30% design development phase, the Mott MacDonald team will focus on refining the project scope, establishing the final design criteria for each component of the new Peach Street Lift Station and summarize the result. The results of this phase will yield a deliverable that updates the originally envisioned scope and incorporates:
1. Summary of design flows and loads that will be used for upgrade and future planning.
  2. Overall aerial site plan (not based on survey data) showing anticipated improvements; survey will be in progress.
  3. Identification of key equipment components of the new lift station and proposed final design criteria.
  4. Opinion of probable construction cost (OPCC) to Class 4 level
  5. Chipley Water and Sewer Standards itemized, if available from Chipley, otherwise Mott MacDonald Standards will be utilized.
  6. List of anticipated permits
  7. Utility Coordination – Evaluation of electrical service needs and availability.

### **90% - Final Design Development Submittal**

- A. Upon approval of the 30% Deliverable, Mott MacDonald will proceed immediately into the final design development stage. Design documents will include generally the following:
1. **Process Mechanical**
    - a. Piping Layout at new lift station site and associated conversion flow.
      - Prepare any remaining small yard piping with site/civil disciplines to coordinate location.
      - Show pipe sizes and elevations (centerline or invert).
    - b. Sections and Details
    - c. Prepare and finalize pump station equipment specifications.
  2. **Site/Civil/Utility**
    - a. Site/Civil/Utility Plans
    - b. Site Utility Plans
      - Provide N/E and elevations of yard piping and utilities.
      - Prepare storm drainage system based on final grading plan and prepare manhole and inlet schedule if required.
    - c. Force main plans/profiles
      - Provide N/E and elevations of yard piping and utilities.
      - Maintain existing storm drainage system based on final grading plan and prepare manhole and inlet schedule if required. Scope does not include the development of any new storm drainage system on the existing rights of ways.
    - d. Site Demolition Plans
      - Prepare site demolition plans.
    - e. Site/Civil Details
      - Prepare project-specific and standard details.
    - f. Specifications
  3. **Geotechnical**
    - a. Finalize geotechnical data and information for inclusion in the contract documents.
    - b. Finalize specifications, including excavation support and dewatering requirements.
  4. **Structural**
    - a. Lift Station Wet Well
      - Complete wet well plans in conjunction with geotechnical data.
    - b. Sections and Details
      - Prepare details unique to the project.
    - c. Specifications

5. **Electrical**
  - a. One-line diagrams and control diagrams
  - b. Electrical Plans
    - Develop electrical lift station and facility plans.
  - c. Lighting Plans
    - Provide site lighting plan for the required functions (if required).
    - Prepare lighting/power panel schedules (if required).
  - d. Sections, Details, and Schedules
    - Prepare pump motor control diagrams.
    - Prepare standard details.
  - e. Specifications
    - Develop specifications.
6. **I&C Systems**
  - a. I&C Design
    - P&IDs.
    - Control/loop diagrams.
    - Prepare installation details.
    - Prepare any other miscellaneous I&C drawings.
      - Communications and network diagrams
      - Control system block diagrams
      - Typical drawings & details
      - Control panel drawings
7. **Specifications**
  - a. Finalize instrument lists, panel schedules, and loop specifications.
    - MM will prepare design drawings and technical specifications for Chipley's review. Technical specifications for specific products or material will be developed.
    - Instrumentation and Controls (I&C), including control philosophy, process control, control loop descriptions, and I&C specifications that directly correspond to the P&ID (where required).
    - Systems Operation, describing normal operations of the system.
    - Mott MacDonald's technical experts will provide a QA/QC and constructability review of the drawings and specifications for technical accuracy.
    - MM will provide a Class 2 opinion of probable construction cost.
    - A review meeting to discuss Chipley's comments will be held.

#### **100% Contract Plans & Specifications Submittal**

- A. Upon approval of the 90 percent drawings, Mott MacDonald will finalize any remaining outstanding items and prepare the bid sets.
- B. Submittal Schedule
  1. MM shall develop a schedule in coordination and mutual agreement with the City of Chipley.
- C. Permitting Services
  1. MM shall provide and submit all plans and supply documentation for FDEP permitting. Scope does not include wetland resource permitting. Should this become necessary it can be handled on a time and materials basis. The City shall be responsible for all permitting fees.
- D. Bidding Assistance
  1. MM will assist during the bid process with the following:
    - a. MM will attend one pre-bid meeting and aid Chipley in answering technical questions during the meeting.
    - b. MM will provide technical assistance during the bidding phase to answer questions submitted by the Contractors. Mott MacDonald will be responsible for any addendum issued.

- c. MM will incorporate any addenda items into the 100 percent bid set and prepare a conformed set of drawings and specifications. Mott MacDonald will provide five copies of the conformed drawings and specifications and a PDF version of the conformed set.

E. General Services During Construction

1. Pre-Construction Meeting
  - a. Project Manager will attend on-site pre-construction meeting.
  - b. Review meeting minutes
2. Construction Progress Meetings
  - a. Project Manager will attend on-site pre-construction progress meetings if requested by City of Chipley. Eight to ten progress meetings are anticipated, once monthly.
3. Review Shop Drawings
  - a. Receive, review, evaluate, and distribute shop drawings within an average of 10 business days of receipt of the shop drawings.
4. O&M Manuals (Vendor Supply Only)
  - a. Receive, review, evaluate, and distribute O&M manuals within 10 business days of receipt of shop drawings.
5. Requests for Information (RFI)
  - a. Receive, review, and evaluate RFIs. Submit RFI response to Chipley and Contractor.
6. Change Order
  - a. Review Contractor's change order requests if required.
7. On Site Start-up and Performance Testing
  - a. Review the submitted test plans and test reports from the suppliers for the equipment testing and review the certified performance testing results submittals.
  - b. The Project Manager and Project Engineer will attend the performance testing.
8. Substantial Completion Walk
  - a. Project Manager to conduct a walk through to visually assess the project completion.
  - b. Instrumentation and Electrical engineers of record to conduct a walk through to assess the project completion.
  - c. Create a punch list.
9. Final Walk-Through
  - a. Project Manager will conduct the final walk through to confirm and verify the completion of the punch list.
  - b. Instrumentation and Electrical engineers of record will conduct the final walk through to confirm and verify the completion of the punch list.
10. Construction Record Drawings
  - a. Review the Contractor's as-built and record drawings at the end of construction.
11. Project Certification
  - a. Provide documentation to FDEP and CDBG required for project closeout and certification.

**COMPENSATION:**

Fixed Price. ENGINEER's compensation shall be a fixed price (lump sum) of **\$87,437.00** to be paid as follows:

<b>Design</b>	<b>\$55,937.00</b>
<b>Bidding and Award Services</b>	<b>\$5,500.00</b>
<b>Construction Administration Services</b>	<b>\$26,000.00</b>

**EXHIBIT B**

TO AGREEMENT BETWEEN  
CLIENT and ENGINEER

ENGINEER'S RATE SCHEDULE

**MOTT MACDONALD**  
**2024 HOURLY RATE SCHEDULE**

<b><u>Billing Title</u></b>	<b><u>Per Hour*</u></b>
Principal .....	\$ 285.00
Principal Project Manager/Principal Scientist .....	\$ 260.00
Principal Engineer/Principal Architect .....	\$ 230.00
Senior Project Engineer .....	\$ 215.00
Senior Project Manager .....	\$ 200.00
Senior Project Architect .....	\$ 190.00
Project Manager .....	\$ 170.00
Project Engineer .....	\$ 155.00
Project Architect .....	\$ 150.00
Engineer IV/ Architect IV .....	\$ 145.00
Engineer III/ Architect III .....	\$ 130.00
Engineer II/ Architect II .....	\$ 120.00
Engineer I/ Architect I .....	\$ 110.00
Senior Specialist .....	\$ 170.00
Specialist V .....	\$ 145.00
Specialist IV .....	\$ 110.00
Specialist III .....	\$ 105.00
Specialist II .....	\$ 80.00
Specialist I .....	\$ 75.00
Senior Planner .....	\$ 135.00
Planner .....	\$ 120.00
Senior Designer .....	\$ 180.00
Designer V .....	\$ 140.00
Designer IV .....	\$ 115.00
Designer III .....	\$ 90.00
Senior Inspector/Inspector V.....	\$ 105.00
Inspector IV .....	\$ 100.00
Inspector III .....	\$ 95.00
Inspector II .....	\$ 75.00
Inspector I .....	\$ 60.00
Technician .....	\$ 60.00
Administrative Assistant III & IV .....	\$ 85.00
Administrative Assistant I & II .....	\$ 80.00

**Notes**

- \* Hourly rates for special consultations and services in conjunction with litigation are available upon request.
- \* Rates are for straight time hours. Rates multiplied by 1.5 for overtime hours for applicable personnel.
- \* Rates for additional personnel can be provided upon request.

**EXPENSES**

Mileage @ IRS Rate  
All other Direct Cost

Direct +10%

invoices are payable within 30 days of invoice date.

Delinquent bills are subject to finance charges per our contract

The client Shall pay attorney fees, court costs, and related expenses incurred in the collection of delinquent accounts.

Effective January 1, 2024

**EXHIBIT C**

**GUIDELINES FOR FEDERAL GRANT PROJECTS**



## **FEDERAL PROVISIONS**

### **1. Equal Employment Opportunity**

During the performance of this Contract, the CONSULTANT agrees as follows:

- a. The CONSULTANT will not discriminate against any employee or applicant for employment because of race, creed, sex, color or national origin. The CONSULTANT will take affirmative action to ensure that applicants are employed, and that employees are treated fairly during employment, without regard to their race, creed, sex, color or national origin. Such action shall include, but not be limited to, the following: Employment, upgrading, demotion, transfer; recruitment or recruitment advertising; layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship. The CONSULTANT agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the OWNER setting forth the provisions of this non-discrimination clause.
- b. The CONSULTANT will, in all solicitation or advertisements for employees placed by or on behalf of the CONSULTANT, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex, or national origin.
- c. The CONSULTANT will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Contract so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.
- d. The CONSULTANT will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- e. The CONSULTANT will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by all the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records and accounts by the local government and the Florida and United States Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
- f. In the event of the CONSULTANT's non-compliance with the equal opportunity clauses of this Agreement or with any of such rules, regulations or orders, this Agreement may be canceled, terminated or suspended in whole or in part and the CONSULTANT may be declared ineligible for further government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in

Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

- g. The CONSULTANT will include the provisions of paragraphs (a) through (g) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The CONSULTANT will take such action with respect to any subcontract or purchase order as the local governing authority(s) representative may direct as a means of enforcing such provisions including sanction for non-compliance: Provided, however, that in the event the CONSULTANT becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the OWNER, the CONSULTANT may request the United States to enter into such litigation to protect the interests of the United States.

2. **Davis Bacon Act**

(a) This section applies to all construction contracts in excess of \$2,000.

(b) In accordance with the requirements of the Davis Bacon Act (40 U.S.C. §§ 3141-3144 and 3146-3148) as supplemented by Department of Labor regulations at 29 C.F.R. Part 5 (Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction), the contractor shall pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, the contractor shall pay wages not less than once a week.

(c) Award of this contract to the contractor is conditioned upon the contractor's acceptance of the current prevailing wage determination issued by the Department of Labor as provided in the solicitation for this contract.

3. **Copeland Anti-Kickback Act**

(a) This section applies to all contracts and subcontracts in excess of \$2,000 for construction or repair.

(b) Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. Part 3 as may be applicable, which are incorporated by reference into this contract. Specifically, the contractor is prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

(c) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all these contract clauses.

(d) Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

4. **Contract Work Hours and Safety Standards**

(a) This section applies to all contracts in excess of \$100,000 that involve the employment of mechanics or laborers as provided in 40 U.S.C. § 3701.

(b) As provided in 40 U.S.C. § 3702, and as supplemented by Department of Labor regulations (29 C.F.R. Part 5), the contractor shall compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basis rate of pay for all hours worked in excess of 40 hours in the work week.

(c) The requirements of 40 U.S.C. § 3704, as supplemented by 29 C.F.R. Part 5, shall apply to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(d) No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic received compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such work week.

(e) In the event of any violation of the clause set forth in paragraph (d) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (d) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (d) of this section.

(f) The City shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (e) of this section.

(g) The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (c) through (f) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (c) through (f) of this section.

##### **5. Compliance with Clean Air Act**

(a) The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et. seq.

(b) The contractor agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the State of Florida, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

(c) The contractor agrees to include the requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance.

#### **6. Compliance with Federal Water Pollution Act**

(a) The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 et seq.

(b) The contractor agrees to report each violation to the Client and understands and agrees that the Client will, in turn, report each violation as required to assure notification to the Florida Division of Emergency Management, Federal Emergency Management Agency (FEMA), and the appropriate Environmental Protection Agency Regional Office.

(c) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with federal assistance provided by FEMA.

#### **7. Debarment and Suspension**

(a) This contract is a covered transaction for purposes of 2 C.F.R. Part 180 and 2 C.F.R. Part 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(b) The contractor must comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(c) This certification is a material representation of fact relied upon by the Client. If it is later determined that the contractor did not comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C, in addition to remedies available to the Client, the federal government may pursue available remedies, including but not limited to suspension and/or debarment.

(d) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions."

#### **8. Byrd Anti-Lobbying Amendment**

Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)

Contractors who apply or bid for an award of more than \$100,000 shall file the required certification. Each tier certifies to the tier above that it will not and has not used federally appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose

any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the federal awarding agency.

#### **9. Procurement of Recovered Materials**

In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—

Competitively within a timeframe providing for compliance with the contract performance schedule; meeting contract performance requirements; or at a reasonable price.

Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines webpage:

<https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

#### **10. Civil Rights Act of 1964**

Under Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any PROGRAM or activity receiving federal financial assistance.

#### **11. Section 109 of the Housing and Community Development Act of 1974**

No person in the United States shall on the grounds of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any PROGRAM or activity funded in whole or in part with funds made available under Title I of the Housing and Community Development Act.

#### **12. "Section 3" Compliance in the Provision of Training, Employment and Business Opportunities**

- (a) The work to be performed under this contract is assisted by direct federal assistance from the U. S. AGENCY of Housing and Urban Development and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 170. Section 3 requires that, to the greatest extent feasible, opportunities for training and employment be given to lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the area of the project.
- (b) The parties to this contract will comply with the provisions of said Section 3 and regulations issued pursuant thereto by the Secretary of Housing and Urban

Development set forth in 24 CFR 135, and all applicable rules and orders of the AGENCY issued thereunder prior to the execution of this contract. The parties to this contract certify and agree that they are under no contractual or other disability which would prevent them from complying with these requirements.

- (c) The CONSULTANT will send to each labor organization or representative of workers with which he has a collective bargaining agreement or other contract or understanding, if any, a notice advising the said labor organization or worker's representative of his commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.
- (d) The CONSULTANT will include this Section 3 clause in every subcontract for work in connection with the project and will, at the direction of the applicant for or recipient of federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development, CFR Part 135. The CONSULTANT will not subcontract with any subcontractor where it has notice or knowledge that the latter has been found in violation of regulations under CFR Part 135 and will not let any subcontract unless the subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.
- (e) Compliance with the provisions of Section 3, the regulations set forth in 24 CFR Part 135, and all applicable rules and orders of the AGENCY issued hereunder prior to the execution of the contract, shall be a condition of the federal financial assistance provided to the project, binding upon the applicant or recipient for such assistance, its successors and assigns. Failure to fulfill these requirements shall subject the applicant or recipient, its contractor and subcontractors, its successors and assigns to those sanctions specified by the Grant or loan agreement or contract through which federal assistance is provided, and to such sanctions as are specified by 24 CFR Part 135.

### **13. Records and Audits**

The CONSULTANT shall maintain accounts and records, including personnel, property and financial records, adequate to identify and account for all costs pertaining to the Contract and such other records as may be deemed necessary by the OWNER to assure proper accounting for project funds, both federal and non-federal shares. These records will be made available for audit purposes to the OWNER, Florida Department of Economic Opportunity, U.S. Department of Housing and Urban Development, Florida Division of Emergency Management, the FEMA Administrator, the U.S. Comptroller General or their authorized representatives, the Chief Financial Officer of the State of Florida, the Auditor General of the State of Florida Office of Program Policy Analysis and Government Accountability, and representatives of the Federal Government, and their duly authorized representatives, and will be retained for six years after the expiration of this contract unless permission to destroy them is granted by the OWNER.

**14. Compliance with Federal Law, Regulations, and Executive Orders**

This is an acknowledgement that this contract is funded entirely or in part by federal funds. The contractor will comply with all applicable federal law, regulations, executive orders, Federal Emergency Management Agency, and Department of Housing and Urban Development policies, procedures, and directives, including, but not limited to:

- (a) The Housing and Community Development Act of 1974, as amended;
- (b) Section 312 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. § 5155), as amended;
- (c) Section 18 of the Small Business Act (14A U.S.C. § 647), as amended;
- (d) 44 C.F.R. § 206.191 (Duplication of Benefit), as amended;
- (e) Federal Register, Vol. 76, No. 221, November 16, 2011 (76 FR 710660): Clarification of Duplication of Benefits Requirements Under the Stafford Act for Community Development Block Grant (CDBG) Disaster Recovery Grantees;
- (f) Public Law 114-223; Continuing Appropriations Act, 2017;
- (g) Public Law 114-254: Further Continuing and Security Assistance Appropriations Act, 2017;
- (h) HUD Federal Register Notice published at 81 FR 83254 dated November 21, 2016;
- (i) HUD Federal Register Notice published at 82 FR 5591 dated January 18, 2017; and
- (j) HUD Federal Register Notice published at 82 FR 36812 dated August 7, 2017.

**15. No Obligation by Federal Government**

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

**16. Fraud and False or Fraudulent or Related Acts**

The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract.

## **Prohibition on Contracting for Covered Telecommunications Equipment or Services**

- (a) *Definitions.* As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim), as used in this clause—
- (b) *Prohibitions.*
- (1) Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug. 13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.
  - (2) Unless an exception in paragraph (c) of this clause applies, the contractor and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:
    - (i) Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
    - (ii) Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
    - (iii) Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or
    - (iv) Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.
- (c) *Exceptions.*
- (1) This clause does not prohibit contractors from providing—
    - (i) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or
    - (ii) Telecommunications equipment that cannot route or redirect user data



traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) By necessary implication and regulation, the prohibitions also do not apply to:

(i) Covered telecommunications equipment or services that:

i. Are *not used* as a substantial or essential component of any system; *and*

ii. Are *not used* as critical technology of any system.

(ii) Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

(d) *Reporting requirement.*

(1) In the event the contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the contractor is notified of such by a subcontractor at any tier or by any other source, the contractor shall report the information in paragraph (d)(2) of this clause to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information.

(2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause:

(i) Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) *Subcontracts.* The Contractor shall insert the substance of this clause, including this paragraph (e), in all subcontracts and other contractual instruments.

**Certificate Of Completion**

Envelope Id: 494C82C5A2A5430B972707A99CF47BD3	Status: Sent
Subject: 502101554 - MM-City of Chipley - 2023 CDGB Agreement.pdf	
Source Envelope:	
Document Pages: 25	Signatures: 1
Certificate Pages: 5	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	Adam Reynolds
Time Zone: (UTC) Dublin, Edinburgh, Lisbon, London	Mott MacDonald House
	8-10 Sydenham Road
	Croydon, Croydon CR0 2EE
	Adam.Reynolds@mottmac.com
	IP Address: 170.85.56.169

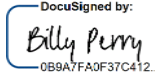
**Record Tracking**

Status: Original	Holder: Adam Reynolds	Location: DocuSign
2/26/2024 4:06:37 PM	Adam.Reynolds@mottmac.com	

**Signer Events**

Billy Perry  
 Billy.Perry@mottmac.com  
 Senior Vice President  
 Security Level: Email, Account Authentication (None)

**Signature**

DocuSigned by:  
  
 0B9A7FA0F37C412...  
 Signature Adoption: Pre-selected Style  
 Using IP Address: 68.35.232.81  
 Signed using mobile

**Timestamp**

Sent: 2/26/2024 4:11:02 PM  
 Viewed: 2/27/2024 1:28:02 AM  
 Signed: 2/27/2024 1:28:16 AM

**Electronic Record and Signature Disclosure:**  
 Accepted: 2/27/2024 1:28:02 AM  
 ID: ccba9b4f-54f0-4055-9c78-badee283a511

Tracy L. Andrews TAndrews@cityofchipley.com Security Level: Email, Account Authentication (None)	Sent: 2/27/2024 1:28:27 AM
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**Electronic Record and Signature Disclosure:**  
 Not Offered via DocuSign

In Person Signer Events	Signature	Timestamp
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Editor Delivery Events	Status	Timestamp
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Agent Delivery Events	Status	Timestamp
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Intermediary Delivery Events	Status	Timestamp
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Certified Delivery Events	Status	Timestamp
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Carbon Copy Events	Status	Timestamp
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Patrice Tanner ptanner@cityofchipley.com Security Level: Email, Account Authentication (None)	<b>COPIED</b>	Sent: 2/27/2024 1:28:23 AM Viewed: 2/27/2024 6:27:14 PM
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**Electronic Record and Signature Disclosure:**  
 Not Offered via DocuSign

Regina Scott  
 Regina.Scott@mottmac.com  
 Security Level: Email, Account Authentication (None)

**Electronic Record and Signature Disclosure:**

Carbon Copy Events	Status	Timestamp
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Not Offered via DocuSign

Kaila Harrison

Kaila.Harrison@mottmac.com

Security Level: Email, Account Authentication  
(None)

**Electronic Record and Signature Disclosure:**

Not Offered via DocuSign

Patrice Tanner

ptanner@cityofchamblee.com

Security Level: Email, Account Authentication  
(None)

**Electronic Record and Signature Disclosure:**

Not Offered via DocuSign

Heath Roberts

Heath.Roberts@mottmac.com

Security Level: Email, Account Authentication  
(None)

**Electronic Record and Signature Disclosure:**

Not Offered via DocuSign

Beverly Stephens

Beverly.Stephens@mottmac.com

Security Level: Email, Account Authentication  
(None)

**Electronic Record and Signature Disclosure:**

Not Offered via DocuSign

Contract Store

CentralUnit.ContractStore@mottmac.com

Security Level: Email, Account Authentication  
(None)

**Electronic Record and Signature Disclosure:**

Not Offered via DocuSign

Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure
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## **ELECTRONIC RECORD AND SIGNATURE DISCLOSURE**

From time to time, Mott MacDonald - Non SAP (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

### **Getting paper copies**

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

### **Withdrawing your consent**

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

### **Consequences of changing your mind**

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

### **All notices and disclosures will be sent to you electronically**

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

### **How to contact Mott MacDonald - Non SAP:**

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: [chris.bew@mottmac.com](mailto:chris.bew@mottmac.com)

### **To advise Mott MacDonald - Non SAP of your new email address**

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at [chris.bew@mottmac.com](mailto:chris.bew@mottmac.com) and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

### **To request paper copies from Mott MacDonald - Non SAP**

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to [chris.bew@mottmac.com](mailto:chris.bew@mottmac.com) and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

### **To withdraw your consent with Mott MacDonald - Non SAP**

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to [chris.bew@mottmac.com](mailto:chris.bew@mottmac.com) and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

### **Required hardware and software**

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

### **Acknowledging your access and consent to receive and sign documents electronically**

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to ‘I agree to use electronic records and signatures’ before clicking ‘CONTINUE’ within the DocuSign system.

By selecting the check-box next to ‘I agree to use electronic records and signatures’, you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Mott MacDonald - Non SAP as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Mott MacDonald - Non SAP during the course of your relationship with Mott MacDonald - Non SAP.