

MASTER CONSULTING AGREEMENT

THIS AGREEMENT entered into this _____ day of _____, 2026, 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 has received, and executed, a federally funded MS015 Community Development Block Grant Disaster Recovery (CDBG-DR) Rebuild Florida Infrastructure Repair – City of Wauchula Wastewater System Repair, Rehabilitation & Flood Mitigation Project; and

WHEREAS, this grant is related to a critical public improvement and disaster recovery project; and

WHEREAS, on May 12, 2026, pursuant to 2 CFR Part 200, CITY issued Request for Qualifications 26-01 (the RFQ) seeking proposals from qualified providers of professional engineering services; and

WHEREAS, subsequent to the RFQ's closing date of June 16, 2026, CITY received and evaluated responses to the RFQ; and

WHEREAS, CITY staff's evaluation of the responses to the RFQ found that the Consultant was responsible, and that its Proposal was responsive; and

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

WHEREAS, after having deemed the highest ranked Proposer, the Consultant and City negotiated final terms of this Agreement and Consultant has accepted the terms of this agreement.

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 (the "Effective Date").

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 Scope of Service and Contract Documents

2.1 CONSULTANT shall provide the services as outlined in Attachment "A", hereinafter referred to as the "Scope of Services." This agreement shall consist of the following Contract Documents:

- This Agreement
- The RFQ and Addendum if applicable (inclusive of all subparts and the attachments)
- The Consultant's Proposal

In the event of any conflict between Contract Documents, the earlier listed document shall take precedence over the later.

3.0 Compensation

3.1 General

3.1.1 CITY shall pay CONSULTANT in accordance with Attachment "B", "Fee Schedule", which is attached hereto and incorporated by reference as part of this Agreement. The fee schedule identifies all job classifications that 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. Labor rates do not include travel or other direct costs. Travel costs will be billed in alignment with the US General Services Administration (GSA) Federal Travel Regulations.

3.1.2 The Fee Schedule, as set out in Attachment "B" may be adjusted by an Amendment to the Master Consulting Agreement, after mutual written agreement of the parties. Such amendments may be executed annually, no earlier than one year from the effective date of the Agreement. The City Manager will approve and execute any fee schedule amendment mutually agreed by the parties in writing.

3.1.3 Each individual invoice shall be due and payable forty-five (45) days after receipt by the CITY of a correct, fully documented, invoice, in a 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

3.1.4 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 invoice 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, the CONSULTANT waives any and other further charges not properly included on this final invoice.

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

3.1.6 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.

3.1.7 CONSULTANT's project manager or designated payroll officer shall, by affidavit, attest to the correctness and accuracy of time charges and requested reimbursements.

3.2 Reimbursable expenses

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 fee schedule outlined in "Attachment B" contained herein. All requests for reimbursement of expenses must include copies of paid receipts, invoices or other documentation acceptable to the City's Finance Director. In order to be reimbursed, CONSULTANT must provide documentation sufficient to establish that the expense was actually incurred and necessary in the performance of the Scope of Work described in this Agreement.

3.2.2 Reimbursable Expenses are the actual, reasonable, necessary, and allocable, pre-approved, expenses incurred directly in connection with the Scope of Work described in the Agreement, and include:

Overnight Deliveries
Reproduction
Sub-Consultant
Long Distance Telephone Calls
Mileage
Travel costs
Durable goods

3.2.3 Mileage shall be reimbursed in accordance with F.S. 112.061, 2 CFR Part 200, and CITY policy for pre-approved out-of-county travel.

3.2.4 Reimbursable Expenses, including subconsultants, shall be reimbursed at cost and in compliance with 2 CFR Part 200.

3.2.5 Pre-approved travel costs shall be reimbursed in accordance with F.S. 112.061 and 2 CFR Part 200.

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, i.e., durable goods, as described in Section 3.2.6.

4.0 Insurance

4.1 General Provisions

4.1.1 Before any work commences, CONSULTANT 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 in Sections 4.2 through and including 4.7, and shall provide the CITY with a Certificate of Insurance and an opportunity to inspect a certified copy of each policy applicable to this Agreement. CONSULTANT shall thereafter provide the CITY an annual Certificate of Insurance satisfactory to the CITY to evidence such coverage. Such Certificates of Insurance 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. CONSULTANT shall maintain, at all times, the minimum levels of insurance set forth below.

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. \$2,000,000.00 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. \$2,000,000.00 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 \$2,000,000.00, 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 the project for a period of two (2) years after the project is completed.

4.6 Performance, Payment and Other Bonds. CONSULTANT shall furnish Performance and Payment Bonds specific to the project if required.

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 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), including but not limited to, claims, actions, causes of action, liabilities, penalties, forfeitures, damages, losses, and expenses arising out of or related to any actual or alleged bodily injury, sickness, illness, or death or injury or damage to any tangible property whatsoever, including the loss of use resulting therefrom, or any other damage or loss arising out of or resulting from (i) the failure of CONSULTANT to comply with applicable non-conflicting laws, rules or regulations, (ii) 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; or (v) liens, claims or actions made by the consultant or any

subcontractor or other party performing the work ;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.

6.4 PURSUANT TO SECTION 558.0035, F.S., AN INDIVIDUAL EMPLOYEE OR AGENT OF VENDOR MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE ARISING OUT OR RELATED TO THIS AGREEMENT AND THE SERVICES PROVIDED.

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 performing the Services, CONSULTANT shall comply with all applicable regulatory requirements, including federal, state, special district, and local laws, rules, regulations, orders, codes, criteria, and standards. These laws include, but are not limited to, the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Part 200), CDBG regulations and Florida law prohibiting conflicts of interest, and all other state and federal laws governing this Agreement.

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 and Scrutinized Companies

12.1 Public Entity Crimes. A person or affiliate who has been placed on the convicted contractor list, following a conviction for public entity crime, may not submit a proposal on a contract to provide any goods or services to a public entity; may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work; may not submit proposals on leases of real property to any public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in section 287.017, Florida Statutes, in CATEGORY TWO, for a period of thirty-six (36) months from the date of being placed on the convicted contractor list. The VENDOR 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 VENDOR, relating to conviction for a public entity crime. By executing this Agreement, VENDOR certifies it has not been convicted of a public entity crime.

12.2 Scrutinized Companies, Section 287.135, Florida Statutes. VENDOR certifies that by execution of this Agreement, that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List and that it does not have business operations in Cuba or Syria, and that the respondent is not participating in a boycott of Israel. Respondent shall immediately notify the City if its certification

set forth in this paragraph changes at any point during the proposal process or term of any contract. The City may terminate any contract if respondent is found to have submitted a false certification or has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or been engaged in business operations in Cuba or Syria or is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

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 / Termination for Convenience

14.1 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, this Agreement may be terminated by the CONSULTANT upon thirty (30) days prior written notice to the CITY.

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 as a result of delays in performance or the failure to perform if such delay or failure to perform is due to Uncontrollable Forces the non-performing party could not avoid even by the exercise of reasonable diligence. 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.

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, Venue, and Waiver of Jury Trial

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.

16.2 WAIVER OF JURY TRIAL. BY ENTERING INTO THIS AGREEMENT, THE VENDOR AND THE CITY HEREBY EXPRESSLY WAIVE ANY RIGHTS THEY MAY HAVE TO A TRIAL BY JURY IN ANY LITIGATION ARISING OUT OF OR RELATED TO THIS AGREEMENT.

17.0 Non-Discrimination

17.1 The CONSULTANT warrants and represents that it complies and will continue to comply with all applicable Florida and Federal laws prohibiting discrimination in the award of any subcontracts and in the performance of all services to fulfill CONSULTANT's duties under this Agreement.

17.2 Compliance with Section 287.134, Florida Statutes. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or

reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases 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. By executing this Agreement, Consultant certifies that neither it nor an affiliate have been placed on the discriminatory vendor list.

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 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
ATTN: City Manager
126 S. 7th Avenue
Wauchula, FL 33873

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 shall be 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:
Kristie Hatcher-Bolin, Esquire
GrayRobinson, P.A.
One Lake Morton Drive
Lakeland, Florida 33801

As to Consultant:

29.0 Contract Administration

29.1 Services of CONSULTANT shall be under the general direction of the City Manager, or his designee, 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 in writing 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 SECTION 274A(e) OF THE IMMIGRATION AND NATIONALITY ACT AND E-VERIFY REQUIREMENTS

32.1 The City shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If Consultant knowingly employs unauthorized aliens, such violation will be cause for unilateral cancellation of this Agreement.

32.2 Effective January 1, 2021, public and private employers, contractors, and subcontractors must require registration with, and use of the E-Verify system in order to verify the work authorization status of all newly hired employees. Consultant shall:

32.2.1 Utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of all new employees hired by VENDOR during the term of the Agreement; and

32.2.2 Expressly require all persons (including subcontractors/subvendors/subconsultants) assigned by Consultant to perform work or provide services pursuant to this Agreement to utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of all new employees hired by the subcontractors/subvendors/subconsultants during the term of the Agreement. Consultant acknowledges and agrees that the use of the U.S. Department of Homeland Security's E-Verify System during the term of this Agreement is a condition of this Agreement.

By entering this Agreement, Consultant becomes obligated to comply with the provisions of Section 448.095, Florida Statutes, "Employment Eligibility." This includes, but is not limited to, use of the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit to Consultant attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. Consultant agrees to maintain a copy of such affidavit for the duration of this Agreement. Failure to comply with this section will result in the termination of this Agreement as provided in Section 448.095, Florida Statutes, and Consultant may not be awarded a public contract for at least one (1) year after the date on which the Agreement was terminated. Consultant will also be liable for any additional costs to the City incurred as a result of the termination of this Agreement in accordance with this section.

33.0 Public Records, Proprietary Information, and Trade Secrets.

33.1 The parties acknowledge and agree that the City is a public entity subject to Chapter 119, Florida Statutes. To the extent Consultant is a company acting on behalf of the City pursuant to Section 119.0701, Florida Statutes, Consultant must comply with all public records laws in accordance with Chapter 119, Florida Statutes. In accordance with Chapter 119, Florida Statutes, Consultant agrees to:

33.1.1 Keep and maintain all records that ordinarily and necessarily would be required by the City to perform the services under this Agreement.

33.1.2 Upon request from the City, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the costs provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

33.1.3 Ensure that public records that are exempt, or confidential and exempt, from public records disclosures are not disclosed as except as authorized by law for the duration of the Agreement term and following completion of the Agreement if the Consultant does not transfer the records to the City.

33.1.4 Upon completion of the services under this Agreement, at no cost, either transfer to the City all public records in the Consultant's possession or keep and maintain public records required by the City to perform the services. If the Consultant transfers all public records to the City upon completion of the services, the Consultant must destroy any duplicate public records that are exempt, or confidential and exempt, from public records disclosure requirements. If the Consultant keeps and maintains public records upon completion of the services under this Agreement, the Consultant must meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City, in a format that is compatible with the information technology systems of the City.

33.1.5 IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CITY'S CUSTODIAN OF PUBLIC RECORDS AT: 863-773-3131.

If the Consultant does not comply with the provisions of this section, the City will enforce the Agreement provisions in accordance herewith and may unilaterally cancel this Agreement in accordance with Florida law.

33.2 Trade Secrets and Proprietary Confidential Business Information. Documents submitted by the Consultant which it contends constitute trade secrets as defined in Sections 812.081 and 688.002, Florida Statutes, or confidential and propriety business information when held by the City as a utility owner, consistent with Section 119.0713(5), Florida Statutes, and which are clearly marked or stamped as confidential by the Consultant at the time of submission to the City, will not be subject to public access. However, should a requestor of public records challenge Consultant's claim of trade secret or confidential and proprietary business information, within five (5) calendar days of such challenge, Consultant must provide a separate written affidavit that includes an indemnification and release guarantee, as approved by the City Attorney or designee, to the City to support its claim that the alleged trade secrets or proprietary and confidential business information actually constitutes same as defined by law. Consultant must

demonstrate the need for confidentiality of the documentation by showing a business advantage or opportunity to obtain an advantage would be gained if the documentation were released. Otherwise, the Consultant is required to timely seek a protective order in the Circuit Court of Hardee County to prevent the City's release of the requested records.

34.0 Limitation of Liability.

34.1 In no event, shall the CITY be liable to the CONSULTANT 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. Likewise, in no event, shall the CONSULTANT be liable to the CITY 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 CONSULTANT, whether based in contract, common law, warranty, tort, strict liability, contribution, indemnity or otherwise. Nothing contained in this Agreement shall be construed as a waiver of the City's sovereign immunity under Section 768.28, Florida Statutes, nor shall anything contained in this Agreement inure to the benefit of any third party for any purpose, including but not limited to, anything that might allow claims otherwise barred by sovereign immunity or operation of law.

(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:
STEPHANIE CAMACHO
City Clerk

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

By: _____
Stephanie Camacho, City Clerk

By: _____
Olivia Minshew, City Manager

Date Approved by Commission: _____

Review as to form and legal sufficiency

Kristie Hatcher-Bolin, Esquire
City Attorney

Date _____

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)

ATTACHMENT "A" SCOPE OF WORK

**ALL WORK MUST BE PERFORMED IN ACCORDANCE WITH APPLICABLE FEDERAL,
STATE, AND LOCAL REGULATIONS.**

ChastainSkillman | **DCCM**

205 E Orange Street, Suite 110
Lakeland, FL 33801
863-646-1402

Agreement for Professional Engineering Services Related to Riverview Heights Lift Stations Flood Hazard Mitigation Upgrades

I. PROJECT Engineering Services for Riverview Heights Lift Stations Flood Hazard Mitigation Upgrades

We are pleased to offer this Letter-of-Agreement (Agreement) for your consideration. The contents of this Agreement are based upon recent discussion and our understanding of the required Scope-of-Services. The staff of DCCM Infrastructure, Inc. is well qualified to handle this assignment in a professional manner and we trust that you will look on the following arrangement favorably.

In 2022, Hurricane Ian caused flooding of portions of Wauchula which caused significant damage to City utility infrastructure, including the wastewater treatment plant and sanitary lift stations. Because of their proximity to the Peace River, the three lift stations within Riverview Heights were submerged. This project involves floodproofing or hardening of the lift stations so they remain operational during future flood events.

The following sections delineate the basic elements of our Agreement with the City of Wauchula (also referred to as the "Client").

II. ASSUMPTIONS

1. The project qualifies for a National Environmental Policy Act (NEPA) Categorical Exclusion (CEST) or Environmental Assessment (EA).
2. Flood hazard mitigation of the three lift stations will be bid as one package.
3. Mitigation measures will consist of elevating critical equipment and components and vents to a height above the flood protection level, floodproofing any structural/wall penetrations, and installing watertight hatches
4. The City will provide copies of existing easement descriptions that may be associated with the lift stations.
5. The City will provide GIS files and as-built drawings.

III. SCOPE OF SERVICES

A. Preliminary Design Services

1. Conduct field investigations, data collection/analysis and engineering evaluation of system/pumping capacity, redundancy limitations, and assessment of storm-related vulnerabilities.
 2. Locate and depict above-ground improvements within and immediately adjacent to each lift station. Conduct a topographic survey of each lift station site including elevations of kingpin manholes, wet wells, valve vaults, and critical electrical components. Provide spot elevations and one-foot (+/-) contours based on NAVD88.
 3. Evaluate if any of the three lift stations can be eliminated by diverting wastewater flow to the other two stations.
-

4. Establish a design storm and stage for mitigation of future flood events.
5. Prepare technical memorandum identifying mitigation methods.

B. Environmental Review

Conduct an Environmental Review/Assessment in accordance with HYD and Commerce Policies and the NEPA and implement any mitigation measures required as a result of the findings. It is expected this project qualifies for a CEST or EA.

C. Design Services

1. Prepare design package including engineering drawings, specifications, and Engineer's Opinion of Probable Construction Cost (OPCC). The design will meet local current hurricane code ratings and local and building codes. The specifications will be based on the Construction Specification Institute ~~MasterFormat~~. The contract documents include Division 01 – General Requirements, and technical specifications. Procurement documents (Division 01) will be the City's standard "front end" documents.
2. Submit design package for City review and comment.
3. Based on City review of the design package, develop bid-ready construction plans, specifications, contract documents, and Engineer's OPCC.

D. Permitting Services

Prepare, coordinate, and submit permit applications and permit-related documentation, including correspondence with permitting agencies and receipt of final permits. will prepare the following permit application packages for submittal to regulatory agencies. The following permits are anticipated at this time. The City will be responsible for payment of permit application fees.

1. Florida Department of Environmental Protection (FDEP) Construction ~~Permit~~Prepare Notification/Application for Constructing a Domestic Wastewater Collection/Transmissions System– Form 62-604.300(3) and supporting documents.
 - b. Respond to one round of Florida Department of Environmental Protection comments.
2. Florida Department of Environmental Protection (FDEP) Construction Permit
 - a. Prepare Notice of Intent to Use an Environmental Resource and/or State 404 Program General Permit.

E. Bidding Assistance

The Consultant will provide construction procurement support consisting of attendance at pre-bid meetings, responses to bidders' questions, preparation of addenda, and technical assistance during bid evaluation and contract award.

F. Construction Engineering Services

The Consultant will assist the City by providing construction engineering services, technical assistance, and consultation as outlined below.

1. Conform drawings and specifications for construction.
-

2. Prepare for and attend a preconstruction meeting to discuss the construction progress, set up administrative controls, and clarify roles and emergency contact information.
3. Prepare for and attend up to 8 progress meetings and site visits during the construction period.
4. Review contractor's submittals, schedules, change orders, and pay applications.
5. Provide responses to contractor's questions.
6. Provide limited observation services by a Resident Project Representative (RPR) for general conformance with the contract documents. Provide observations for testing and other activities required to certify the construction. For budgeting purposes, this agreement assumes a maximum effort of hours of time.
7. Review certified payrolls and coordination with the Grant Administrator to support compliance with Davis-Bacon and related labor standards. Note: the Grant Administrator is responsible for conducting labor interviews and compiling and maintaining records required by the grant.

G. Project Closeout

Upon completion of construction, the Consultant will assist the City in closing out the project by performing the following:

1. Prepare punch list and certificate of substantial completion.
2. Review as-built drawings provided by the contractor and request additional information as deemed necessary by the Engineer to reflect record conditions.
3. Prepare record drawings based on the contractor's certified as-built drawings.
4. Submit certifications of construction completion to regulatory agencies.

H. Project Management

At monthly intervals, a project summary will be provided to the City. The submittal will show compliance with budget and shall update the schedule of services. Other project management services consist of project coordination, meetings with City staff and Grant Administrator.

IV. EXAMPLES OF SERVICES NOT INCLUDED

The following are examples of services that are not included in this agreement. Should the City desire to authorize any of these additional services, the Consultant will submit an addendum to the agreement for approval by the City to include them in the scope.

1. Any design, permitting, and construction services associated with a new lift station.
 2. Geotechnical services.
 3. Landscape Architectural services.
 4. Excavation and/or location of underground improvements.
 5. Ownership and Encumbrance reports.
 6. Appraisal or land acquisition services.
 7. Preparation for litigation, arbitration, or other legal or administrative proceedings; and appearances in court or at arbitration sessions, in connection with bid protests, change orders, or construction incidents.
 8. Any other services not expressly stated in the Scope-of-Service herein.
-

ATTACHMENT "B"
FEE SCHEDULE

DCCM/Central Florida & Tennessee HOURLY BILL RATE SCHEDULE
EFFECTIVE THROUGH DECEMBER 31, 2027

Job Classification	Hourly Rate
Principal/Program Manager	\$300
Senior Consultant	\$280
Department Director	\$245
Sr Project Manager	\$250
Sr Project Engineer/Professional	\$220
Project Manager	\$210
Project Engineer/Professional	\$190
Assistant Project Manager	\$165
Engineer / Professional IV	\$165
Engineer / Professional III	\$155
Engineer / Professional II	\$145
Engineer / Professional I	\$130
GIS Database Manager/Programmer	\$180
GIS Analyst	\$155
Project Coordinator II	\$130
Project Coordinator I	\$110
Intern	\$100

**Reimbursable expenses are billed at cost plus 15%*
Mileage rates are equal to the current US GSA rates plus 15%
Per diem rates are equal to the current US GSA Rates plus 15%

DCCM/Central Florida & Tennessee HOURLY BILL RATE SCHEDULE
EFFECTIVE THROUGH DECEMBER 31, 2027

Job Classification	Hourly Rate
CAD Manager	\$200
Sr CAD Designer	\$150
CAD Designer	\$120
Regional Survey Director	\$240
Sr Project Manager (Survey)	\$200
Project Manager (Survey)	\$180
Assistant Project Manager (Survey)	\$140
Survey Technician	\$130
3 Man Survey Crew	\$255
2 Man Survey Crew	\$205
1 Man Survey Crew	\$150
Construction Services	Hourly Rate
Sr Project Manager (Survey)	\$200
Assistant Project Manager	\$125
2 Man Survey Crew	\$185
Sr Construction Representative	\$150
Construction Representative	\$135

**Reimbursable expenses are billed at cost plus 15%*
Mileage rates are equal to the current US GSA rates plus 15%
Per diem rates are equal to the current US GSA Rates plus 15%