

**Construction Manager at Risk (CMAR) Services
Historic City Hall Phase V – Life Safety Renovation Project
CRA RFQ 26-02**

CONTRACT FOR SERVICES

THIS AGREEMENT entered into this _____ day of _____, 2026,
between The Wauchula Community Redevelopment Agency, a dependent special district of
the City of Wauchula, a municipal corporation, organized and existing under the laws of the
State of Florida, by and through its WCRA Board, situated at 107 E. Main Street, Wauchula,
Florida 33873, hereinafter referred to as the WCRA, and

_____ a _____ corporation, headquartered at _____

_____ hereinafter referred to as VENDOR, and whose Federal Employer Identification Number is:

WHEREAS, City of Wauchula has received a grant from the State of Florida
Department of Commerce (the "State") for the purpose of life safety renovation to Historic City
Hall (the "State Grant"); and

WHEREAS, the WCRA will oversee and manage the grant; and

WHEREAS, the PROJECT requires certain professional architectural services; and

WHEREAS, WCRA has solicited these services in WCRA RFQ 26-02, included by
reference as Exhibit A; and

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

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

1.0 Scope of Work and Term

1.1 VENDOR shall perform the Services set forth in Exhibit B to this Contract (the
"Scope of Work").

1.2 This Agreement shall take effect on the date of its execution by the WCRA
Director and City Manager.

1.3 The term of this Agreement shall be until June 30, 2027, but may be extended as set forth in Section 1.4 below as necessary to complete and close out the Project, including completion and acceptance by the State of all grant documents necessary for this Project.

1.4 The WCRA shall have the option of extending the Agreement as deemed reasonable and necessary for the completion of the Project.

1.5 The WCRA Board must approve any extension of this Agreement.

2.0 Compensation

2.1 General

2.1.1 Vendor's total fees, including fees for both Preconstruction Services and Construction Phase Services shall not exceed the agreed upon contract price set forth in Exhibit C to this Agreement (the "Contract Sum"), which Contract Sum shall include Vendor's Construction Management Fee Percentage, Preconstruction Services Fee, and any other fees.

2.1.2 Vendor shall submit detailed monthly invoices, the total of which shall not exceed the Contract Sum, which Contract Sum may be adjusted if reasonably necessary and if approved by a fully executed change order. VENDOR understands and agrees that only the Contract Sum is reimbursable under the State Grant. VENDOR further understands and agrees that any sums exceeding the Contract Sum cannot count towards the costs reimbursed under the State Grant.

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

Wauchula Community Redevelopment Agency
107 E. Main Street
Wauchula, FL 33873

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

2.1.5 Neither the final payment nor any part of the retained percentage shall become due until the VENDOR, if required, delivers to the owner a complete release of all liens arising out of this contract.

2.1.6 Payment of the final invoice shall not constitute evidence of the WCRA's acceptance of the work.

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

3.0 Insurance

3.1 General Provisions

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

3.1.2 As the WCRA is a dependent special district of the City of Wauchula, the City of Wauchula shall be named as an additional insured on all of VENDOR's 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.

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

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

3.1.5 The WCRA may, at its sole discretion, purchase such insurance at VENDOR's expense provided that the CRA shall have no obligation to do so, and if the WCRA shall do so, it shall not relieve VENDOR of its obligation to obtain insurance.

3.1.6 The VENDOR shall not be relieved of or excused from the obligation to obtain and maintain such insurance amount and coverage.

3.1.7 All VENDOR's sub-contractors shall be required to include the City of Wauchula and VENDOR as additional insured on their General Liability Insurance policies.

3.1.8 In the event that subvendors used by the VENDOR do not have insurance, or do not meet the insurance limits, VENDOR shall indemnify and hold harmless the City of Wauchula for any claim in excess of the subvendors' insurance coverage.

3.1.9 The VENDOR 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 CRA.

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

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

3.3.1 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.

3.3.2 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)

3.4 Umbrella (Excess) Liability Insurance. Umbrella Liability with limits of not less than \$1,000,000.00, exclusive of defense costs, to be in excess of all other coverage. Such coverage shall be at least as broad as the primary coverage 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.

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

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

4.0 Standard of Care

4.1 VENDOR has represented to the WCRA that it has the personnel and experience necessary to perform the work in a professional and workmanlike manner.

4.2 VENDOR 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.

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

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

5.0 Indemnification

5.1 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, the CRA and VENDOR agree to allocate such liabilities in accordance with this Section.

5.2 Indemnification

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

5.2.2 The WCRA's review, comment, or observation of the VENDOR's work and performance of this Agreement shall in no manner constitute a waiver of the indemnification provisions of this Agreement.

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

5.3 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.

6.0 Independent Contractor

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

6.2 The WCRA shall have no right to supervise the methods used, but the WCRA shall have the right to observe such performance.

6.3 VENDOR shall work closely with the WCRA in performing Services under this Agreement.

6.4 The VENDOR shall not pledge the WCRA'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 WCRA in any manner.

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

7.0 Authority to Practice

7.1 The VENDOR 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.

8.0 Compliance with Laws

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

9.0 Subcontracting

9.1 The WCRA 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.

9.2 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 VENDOR shall promptly do so, subject to acceptance of the new subcontractor by the WCRA. Failure of a subvendor to timely or properly perform its obligations shall not relieve VENDOR of its obligations hereunder.

10.0 Federal and State Taxes

10.1 The WCRA, as a dependent special district of the City of Wauchula, is exempt from Federal Tax and State Sales and Use Taxes. Upon request, the WCRA will provide an exemption certificate to VENDOR. The VENDOR shall not be exempted from paying sales tax to its suppliers for materials to fulfill contractual obligations with the WCRA, nor shall the

VENDOR be authorized to use the WCRA's Tax Exemption Number in securing such materials.

11.0 Public Entity Crimes and Scrutinized Companies

11.1 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 WCRA 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.

11.2 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 WCRA if its certification set forth in this paragraph changes at any point during the proposal process or term of any contract. WCRA 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.

12.0 CRA's Responsibilities

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

13.0 Termination of Agreement

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

13.2 This Agreement may be terminated by the WCRA with or without cause immediately upon written notice to the VENDOR.

13.3 Unless the VENDOR is in breach of this Agreement, the VENDOR shall be paid for services rendered to the WCRA's satisfaction through the date of termination.

13.4 After receipt of a Termination Notice and except as otherwise directed by the CRA, the VENDOR shall:

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

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

13.4.3 Transfer all work in process, completed work, and other material related to the terminated work to the WCRA.

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

13.5 The VENDOR shall be paid for services actually rendered to the date of termination.

14.0 Uncontrollable Forces (Force Majeure)

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

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

14.3 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.

15.0 Governing Law, Venue, and Waiver of Jury Trial

15.1 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.

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

16.0 Non-Discrimination

16.1 The VENDOR may not discriminate against any of its employees employed under this Agreement or against any applicant for employment because of race, color, religion, gender, national origin, age, pregnancy, sex, disability, or marital status.

16.2 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, VENDOR certifies that neither it nor an affiliate have been placed on the discriminatory vendor list.

17.0 Waiver

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

18.0 Severability

18.1 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.

18.2 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.

18.3 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.

18.4 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.

19.0 Entirety of Agreement

19.1 The WCRA and the VENDOR 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.

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

19.3 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.

20.0 Modification

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

21.0 Successors and Assigns

21.1 The WCRA and VENDOR 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.

21.2 VENDOR shall not assign this Agreement without the express written approval of the WCRA by executed amendment.

21.3 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 WCRA Board of Directors by executed amendment.

21.4 Notwithstanding the preceding provisions of this Section 21, with respect to the VENDOR's provision of architectural design services under the State Grant the WCRA entered

with the Florida Department of Commerce, VENDOR agrees it will not assign, sublicense, or otherwise transfer its rights, duties, or obligations under Agreement without the prior written consent of the Florida Department of Commerce.

22.0 Contingent Fees Prohibited

22.1 The VENDOR acknowledges that grant funds provided by the State of Florida cannot be used to pay contingency fees and VENDOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the VENDOR 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 VENDOR, any fee, commission, percentage, gift or any other consideration contingent upon or resulting from the award or making of this Agreement.

23.0 Truth-In-Negotiation Certificate

23.1 Execution of this Agreement by the VENDOR 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.

23.2 The said rates and costs shall be adjusted to exclude any significant sums should the WCRA 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 VENDORS. The WCRA shall exercise its rights under this "Certificate" within one (1) year following payment.

24.0 Ownership of Documents

24.1 VENDOR shall be required to cooperate with other VENDORS 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 WCRA for its use and/or distribution as may be deemed appropriate by the WCRA. VENDOR is not liable for any damages, injury or costs associated with the WCRA use or distribution of these documents for purposes other than those originally intended by VENDOR.

25.0 Access and Audits

25.1 VENDOR 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 WCRA 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 VENDOR'S place of business.

25.2 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 WCRA's cost of recovery shall be the sole expense of the VENDOR, including accounting and legal fees, court costs and administrative expenses.

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

25.4 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.

26.0 Notice

26.1 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 WCRA:
Wauchula Community Redevelopment Agency
107 E. Main Street
Wauchula, FL 33873
Attention: WCRA Director

As to VENDOR:

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

26.3 Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of VENDOR and the WCRA.

27.0 Service of Process

As to WCRA: Kristie Hatcher-Bolin, City Attorney
GRAY | ROBINSON
One Lake Morton Drive

Lakeland, FL 33801

As to VENDOR:

28.0 Contract Administration

28.1 Services of VENDOR shall be under the general direction of the WCRA Director or their successor, who shall act as the WCRA's representative during the term of the Agreement.

29.0 Key Personnel

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

30.0. Annual Appropriations

30.1 VENDOR acknowledges that the WCRA, 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 WCRA's performance and obligation to pay under this agreement is contingent upon annual appropriation.

31.0 SECTION 274A(e) OF THE IMMIGRATION AND NATIONALITY ACT AND E-VERIFY REQUIREMENTS

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

31.2 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. VENDOR shall:

31.2.1 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

31.2.2 Expressly require all persons (including subcontractors/subvendors/subconsultants) assigned by VENDOR 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. VENDOR 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, VENDOR 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 VENDOR attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. VENDOR 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 VENDOR may not be awarded a public contract for at least one (1) year after the date on which the Agreement was terminated. VENDOR will also be liable for any additional costs to the WCRA incurred as a result of the termination of this Agreement in accordance with this section.

32.0 Public Records, Proprietary Information, and Trade Secrets.

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

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

32.1.2 Upon request from the WCRA, provide the WCRA 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.

32.1.3 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 VENDOR does not transfer the records to the City.

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

32.1.5 IF THE VENDOR 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 VENDOR does not comply with the provisions of this section, the WCRA will enforce the Agreement provisions in accordance herewith and may unilaterally cancel this Agreement in accordance with Florida law.

32.2 Trade Secrets and Proprietary Confidential Business Information. Documents submitted by VENDOR which VENDOR 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 VENDOR at the time of submission to the WCRA, will not be subject to public access. However, should a requestor of public records challenge VENDOR's claim of trade secret or confidential and proprietary business information, within five (5) calendar days of such challenge, VENDOR must provide a separate written affidavit that includes an indemnification and release guarantee, as approved by the City Attorney or designee, to the WCRA to support its claim that the alleged trade secrets or proprietary and confidential business information actually constitutes same as defined by law. VENDOR 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, VENDOR is required to timely seek a protective order in the Circuit Court of Hardee County to prevent the WCRA's release of the requested records.

33.0 Limitation of Liability.

33.1 In no event, shall the WCRA be liable to the VENDOR for indirect, incidental, consequential, special, exemplary, or punitive damages of any kind or nature, including loss of profit, whether foreseeable or not, arising out of or resulting from the nonperformance or breach of this contract by the WCRA 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 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.

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

Attest:
the
Stephanie Camacho
City Clerk

The WCRA, as a dependent special district of
CITY OF WAUCHULA, a municipal
corporation, organized & existing under the
laws of the State of Florida

By: _____
Stephanie Camacho, City Clerk

By: _____
Jessica Newman, WCRA Director

By: _____
Olivia Minshew, City Manager

Date Approved by Commission: _____

Review as to form and legal sufficiency

Kristie Hatcher-Bolin, WCRA Attorney

Date _____

Attest:

(COMPANY NAME)

a _____ Corporation

By: _____
Corporate Secretary

By: _____

[Print Name]

[Print Name]

DATE: _____

[Title]

SEAL

DATE: _____

WWCRA RFQ 26-02

EXHIBIT A

EXHIBIT B

SCOPE OF WORK – Section III Scope of Work from RFQ packet

3.1 Scope Overview

The selected Construction Manager at Risk (“CM”) shall provide comprehensive preconstruction and construction phase services necessary to support the successful implementation of the Historic City Hall Phase V – Life Safety Renovation Project. The project delivery method is Construction Manager at Risk (CMAR).

3.2 Purpose

The Construction Manager At Risk (“CM”) is responsible for the successful, timely, and economical completion of the PROJECT.

3.3 Term

It is the intent of the WCRA that the continuing services contract shall be for duration of the PROJECT, unless otherwise terminated. Hourly rates and all other negotiated expenses will remain in effect through the duration of the contract period. In reference to travel, mileage and man-hours spent in travel time.

3.4 Scope of Work

- Design/engineering and construction management services as related to the rigging system, HVAC upgrades, seating redesign, and sprinkler system.
- Replace original counterweight rigging system with current code compliant system
- Replace main and leg curtains with fire rated material
- Repair the damaged stucco and trim and repainting with modern, code-compliant materials
- Install sprinkler system in auditorium
- Upgrading to a modern HVAC system to ensure consistent heating and cooling, improved humidity control, and code-compliant ventilation, integrating advanced filtration to reduce airborne contaminants, contributing to healthier indoor conditions for all building occupants.
- Reconfigure seating to meet current life-safety requirements
- Front steps handrail
- ADA compliant front door
- Electrical upgrades
- ADA chair lift
- Roof repairs
- Stage and dressing room fire alarm system

3.5 Services

All services shall be performed pursuant to applicable law, rule, or regulation and pursuant to applicable policy of the WCRA. WCRA reserves the right to add or delete, at any time, any or all tasks or services. No self-performance of trade construction work by Contractor is permitted.

3.5.1 Preconstruction Services

The CM shall provide professional preconstruction services including, but not limited to:

- Coordination with the Architect and specialty consultants throughout design development

- Participation in project kickoff and ongoing coordination meetings
- Existing conditions review and constructability analysis
- Cost estimating and budget reconciliation at defined project milestones
- Development and maintenance of detailed project schedules
- Phasing and logistics planning for work within an active civic facility
- Long-lead procurement identification and scheduling
- Constructability review of design documents at each milestone
- Identification of potential conflicts and risk mitigation strategies
- Value engineering recommendations
- Assistance with permitting and Authority Having Jurisdiction (AHJ) coordination
- Development of bid package and subcontractor procurement strategies
- Preparation of Guaranteed Maximum Price (GMP)

3.5.2 Construction Phase Services

The CM shall provide complete construction management and construction services including, but not limited to:

- Coordination with Owner and Architect during all phases of construction
- Project administration and on-site supervision
- Coordination and management of subcontractors and specialty trades
- Construction scheduling and sequencing
- Site safety and protection of public and occupants
- Protection of historic materials and existing building elements
- Temporary barriers, weather protection, and occupant safety measures
- Quality assurance and quality control
- Submittal and RFI coordination
- Coordination of specialty systems and equipment
- Management of inspections and testing
- Progress reporting and budget tracking
- Commissioning coordination
- Punch list and project closeout
- Warranty coordination and post-construction support

The CM shall provide sufficient staffing and resources necessary to maintain project schedule, coordination, quality, and safety throughout all phases of work.

3.6 Technical Requirements

The selected Construction Manager shall demonstrate the technical capability and experience necessary to execute complex life-safety renovations within a historic civic facility.

Historic Preservation Requirements

The CM shall implement construction activities in a manner that minimizes impact to historic materials and character-defining features of Historic City Hall. Work shall be carefully coordinated to avoid unnecessary demolition, vibration, water intrusion, or damage to existing historic fabric. The CM shall be responsible for:

- Protection of historic finishes and materials during construction
- Documentation of existing conditions prior to demolition or alteration
- Coordination of selective demolition activities
- Preservation-sensitive sequencing and construction methods
- Coordination with the Architect regarding Secretary of the Interior's Standards compliance

Existing Conditions and Investigation

The CM shall anticipate concealed and undocumented existing conditions typical of historic rehabilitation projects. The CM shall coordinate investigative work, field verification, and selective demolition activities necessary to confirm existing conditions prior to full construction activities.

Theater and Assembly Space Coordination

The project includes auditorium and stage-related improvements requiring specialized coordination. The CM shall demonstrate experience coordinating:

- Stage rigging systems and associated structural requirements
- Assembly occupancy life-safety and egress requirements
- Theater seating systems and reconfiguration
- Acoustical coordination and performance space considerations
- Performance lighting and specialty theatrical systems

Life Safety and Building Systems

The CM shall coordinate installation and integration of new life-safety and building systems including:

- Fire sprinkler systems
- Fire alarm systems
- HVAC systems and ventilation upgrades
- Electrical service and distribution upgrades
- ADA accessibility improvements
- Emergency egress and exit improvements

All work shall comply with applicable federal, state, and local codes and regulations, including the Florida Building Code and NFPA standards.

Quality Control

The CM shall maintain a formal quality control process throughout the project, including document review, field verification, subcontractor coordination, and ongoing inspection of work in place to ensure compliance with construction documents, project requirements, and applicable preservation standards.

EXHIBIT C