

MASTER CONSULTING AGREEMENT

THIS AGREEMENT entered into this _____ day of _____, 2025, 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 Chastain-Skillman, LLC., a Delaware Limited Liability Corporation, headquartered in Lakeland, Florida 33801, hereinafter referred to as CONSULTANT, and whose Federal Employer Identification Number is _____.

WHEREAS, CITY owns and maintains Tennessee Street ("Tennessee"); and

WHEREAS, CITY has been awarded state funding through FDOT's Small County Outreach Program to resurface Tennessee Street, and

WHEREAS, CITY requires Construction Engineering and Inspection Services for the Tennessee Resurfacing Project; and

WHEREAS, CITY has solicited these services in RFQ #25-01 and #25-02, included by reference as to the scope of services contained herein; and

WHEREAS, pursuant to section 287.05701, Florida Statutes, the City is prohibited from, and has not requested documentation of or considered, any vendor's social, political, or ideological interests when determining whether the vendor is a responsible vendor. Moreover, the City has not given preference to any vendor based on the vendor's social, political, or ideological interests; and

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

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

1.0 Term

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

1.2 The term of this Agreement shall commence upon the effective date of this Agreement and shall continue through the completion of the Tennessee Street Resurfacing Project, which Completion Date the City will communicate to the Consultant in writing unless otherwise extended or terminated as provided herein.

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

2.0 Services to Be Performed by CONSULTANT

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

2.2 The CONSULTANT is not authorized to undertake any project without a duly executed CSA, which shall specify the work to be performed and the time in which it is to be completed. CONSULTANT recognizes that execution of this Agreement is not a guarantee that work will be assigned to the Consultant, that Consultant is providing its services on a non-exclusive basis, that the CITY, at its option, may employ several different consultants to perform the work described, and that the CONSULTANT has not been employed as the exclusive agent to perform any such services.

2.3 When the CONSULTANT and the CITY enter into a Consultant Services Authorization (CSA) where the term of the CSA expires on a date that is later than the date that the Master Consulting Agreement (MCA) expires, the CONSULTANT and the CITY agree that the terms of the MCA and any amendments, attachments or provisions thereof are automatically extended until the expiration or full completion of the requirements of the CSA have been performed. Cancellation by the CITY of any remaining work prior to the full completion of the requirements of the CSA shall cause the terms of the MCA to terminate at the same time. This provision only applies when the expiration of the CSA extends beyond the expiration of the MCA. It does not apply when a CSA expires or is cancelled prior to the expiration of the MCA.

3.0 Compensation

3.1 General

3.1.1 CITY shall pay CONSULTANT in accordance with Exhibit "B", "Fee Schedule", which is attached hereto and incorporated by reference as part of this Agreement. The fee schedule identifies all job classifications 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.

3.1.2 The Fee Schedule, as set out in Exhibit "B" may be adjusted by an Amendment to the Master Consulting Agreement, after mutual written agreement of the parties. 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. Such amendment shall operate prospectively only and shall not alter fee schedules for CSAs in effect at the time of the amendment.

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

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

3.1.5 Each individual invoice shall be due and payable forty-five (45) days after receipt by the CITY of 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

3.1.6 In order for both parties herein to close their books and records, the CONSULTANT will clearly state "Final Invoice" on the CONSULTANT's final/last 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.

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

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

3.1.9 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 "Exhibit 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 or CSA.

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

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

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

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

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

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

3.2.7 CONSULTANT shall maintain a current inventory of all such assets, 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. The Certificate of Insurance must name as an additional insured the City of Wauchula and all of its Officers, Agents, Employees, and City Commissioners, excluding worker's compensation and professional liability; must provide that such insurance is primary to any other insurance available to the additional insureds with respect to claims covered under the policy; and must provide that such insurance coverage applies separately to each insured against whom claims are made or suit is brought; but the inclusion of more than one insured shall not operate to increase the insurer's limit of liability. 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. All policies required under this section must be an "Occurrence" form. 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 To the extent applicable, CONSULTANT will ensure that all subcontractors comply with the requirements of this Section relating to insurance, and maintain coverage throughout the term of the Service Agreement. All CONSULTANT's sub-contractors shall be required to include CITY and CONSULTANT as additional insured on their General Liability Insurance policies.

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

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

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

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

4.3.1 Premises and Operations:

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

4.3.2 Independent Contractors:

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

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

4.5 Professional Liability Insurance. \$1,000,000.00 for design errors and omissions, exclusive of defense costs. CONSULTANT shall be required to provide continuing Professional Liability Insurance to cover each project for a period of two (2) years after the project is completed. Insurance requirements may vary depending on projects as determined by the City Manager. The CITY may require the CONSULTANT to provide a higher level of coverage for a specific project and time frame.

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

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

5.0 Standard of Care

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

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

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

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

6.0 Indemnification

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

6.2 Indemnification. The parties agree that 1% of the total compensation paid to CONSULTANT for the services provided under this Agreement constitutes specific consideration to CONSULTANT for the indemnification to be provided as set forth in this paragraph.

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, City Commissioners, and agents, free and harmless from and against any and all reasonable claims, actions, causes of action, liabilities, penalties, forfeitures, 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) the breach by CONSULTANT of its obligations under this Agreement, (iii) any claim for trademark, patent or copyright infringement arising out of the scope of CONSULTANT's performance of this Agreement, or (iv) the negligent act, errors or omissions, or intentional or willful misconduct, of CONSULTANT, its sub-consultants, agents, employees and invitees; 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 To the extent provided by law, CONSULTANT shall indemnify, defend, and hold harmless the City and the State of Florida, Department of Transportation, including the Department's officers, agents, and employees, against any actions or claims arising out of, relating to, or resulting from negligent or wrongful act(s) of CONSULTANT, or any of its officers, agents, or employees, acting within the scope of their office or employment, in connection with the rights granted to or exercised by CONSULTANT.

6.2.3 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.

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

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

7.0 Independent Contractor

7.1 This Agreement does not create an employer/employee relationship between the parties. The parties agree and intend that CONSULTANT is a separate and independent enterprise from the City. This Agreement shall not be construed as creating any joint employment relationship between the CONSULTANT and the City and the City will not be liable for any obligation incurred by the CONSULTANT, including but not limited to unpaid minimum wages and/or overtime, or any other obligation of CONSULTANT, whether arising under state or federal law, or contract, to CONSULTANT'S employees, subcontractors, or subvendors.

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

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

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

7.5 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.

7.6 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, Public Records, Trade Secrets, and Publications

9.1 Conflict of Interest. This Contract is subject to Chapter 112, Florida Statutes, and the Conflict of Interest Procedures for State Funded Grant Programs. Accordingly, CONSULTANT acknowledges and agrees that:

(1) No member, officer, or employee of the CONSULTANT or the City, during that person's tenure or for a period of two (2) years thereafter, shall have any interest, direct or indirect, in this Agreement or the proceeds thereof.

(2) CONSULTANT shall adhere to the Conflict of Interest Procedures for State Funded Grant Programs as set forth in FDOT Topic No. 375-030-006, <https://pdl.fdot.gov/api/procedures/downloadProcedure/375-030-006>.

9.2 Restrictions on Lobbying. CONSULTANT shall comply with the restrictions on lobbying set forth in 31 C.F.R. Part 21.

9.3 Debarment and Suspension. This Agreement is a covered transaction for purposes of 2 C.F.R. Part 180. CONSULTANT certifies that it is not listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB Guidelines at 2 C.F.R. Part 180, "Debarment and Suspension." CONSULTANT shall comply with OMB Guidelines on Debarment and Suspension (nonprocurement), 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (subcontracts as described in 2 C.F.R. Part 180, subpart B) that the subcontract is subject to 2 C.F.R. Part 180 and the U.S. Treasury's implementing regulations at 31 C.F.R. Part 19.

9.4 Public Records. The parties acknowledge and agree that the City is a public agency 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:

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

(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.

(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.

(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.

(5) IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE COMPANY'S 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.

9.5 Trade Secrets and Proprietary Confidential Business Information. Documents submitted by CONSULTANT which CONSULTANT 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, 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.

9.6 Drug Free Workplace. CONSULTANT shall comply with the applicable provisions of the Drug-Free Work Place Act of 1988 (Public Law 100-690, Title V, Subtitle D; 41 USC § 701 et seq.) and maintain a drug-free work environment; and the final rule, government-wide requirements for drug-free work place issued by the Office of Management and Budget to implement the provisions of the Drug-Free Work Place Act of 1988 is incorporated by reference and the CONSULTANT shall comply with the relevant provisions thereof, including any amendments, which are made part of 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, Scrutinized Companies pursuant to Section 287.135 and Section 215.473, Florida Statutes.

12.1 Pursuant to Section 287.133(2)(a), Florida Statutes, CONSULTANT hereby certifies that neither it nor its affiliate(s) have been placed on the convicted vendor list following a conviction for a public entity crime. If placed on that list, CONSULTANT must notify the City immediately and 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 in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

12.2 CONSULTANT hereby certifies that it: (a) has not been placed on the Scrutinized Companies that Boycott Israel List, nor is engaged in a boycott of Israel; (b) has not been placed on the Scrutinized Companies with Activities in Sudan List nor the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; and (c) has not been engaged in business operations in Cuba or Syria. If City determines that CONSULTANT has falsely certified facts under this Paragraph or if CONSULTANT is found to have been placed on the Scrutinized Companies Lists or is engaged in a boycott of Israel after the execution of this Agreement, City will have all rights and remedies to terminate this Agreement consistent with Section 287.135, Florida Statutes.

13.0 CITY's Responsibilities

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

14.0 Termination of Agreement

14.1 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 actually 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.

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 exclusively 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 CONSULTANT 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 covenants and agrees that no employee or applicant for employment will be discriminated against during the course of employment or in the application process with respect to hiring, tenure, terms, conditions, or privileges of employment, because of race, color, religion, sex, gender, age, disability, national origin, marital status, political affiliation, familial status, pregnancy, gender or sexual orientation, or veteran or service member status.

17.2 Discriminatory Vendor List. CONSULTANT hereby acknowledges its continuous duty to disclose to the City if CONSULTANT or any of its affiliates, as defined by Section 287.134(1)(a), Florida Statutes, has been placed on the Discriminatory Vendor List. Pursuant to Section 287.134(2)(a), Florida Statutes: "An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases 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."

17.3 CONSULTANT shall comply with the provisions of Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d, et seq.), as amended, the U.S. Treasury's implementing regulations at 31 C.F.R. Part 22, and pertinent Executive Orders, directives, circulars, policies, memoranda, and/or guidance documents, which prohibit exclusion from participation in, denial of benefits of, or subjection to discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance.

17.4 CONSULTANT shall comply with the provisions of Title II of the Americans with Disabilities Act of 1990 (42 U.S.C. §§ 12101, et seq.), as amended, which prohibits discrimination on the basis of disability under programs, activities, or services provided or made available by state and local governments or instrumentalities thereto.

17.5 CONSULTANT shall comply with the provisions of the Age Discrimination Act of 1975 (42 U.S.C. §§ 6101, et seq.), as amended, and the U.S. Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance.

17.6 Minority and Women's/Disadvantaged Business Enterprise Goals, Equal Opportunity.

A. Minority/Women/Disadvantaged Business Enterprise are to be afforded a full opportunity to participate in contracts awarded by the City.

B. If CONSULTANT intends to let any subcontracts, CONSULTANT shall (1) place qualified small and minority businesses and women's business enterprises on its solicitation lists; (2) assure that small and minority businesses and women's business enterprises are solicited whenever they are potential sources; (3) divide total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses and women's business enterprises; (4) establish delivery schedules, where the requirement permits, which encourage participation by small and minority businesses and women's business enterprises; (5) use the services and assistance, as appropriate, of the Small Business Administration or the Minority Business Development Agency of the Department of Commerce.

C. For the purposes of Subsection, an entity shall qualify (1) as a "minority business" or "women's business enterprise" if it is currently certified as such under Florida law, and (2) as a "small business" if it is independently owned and operated and is qualified under the Small Business Administration criteria and size standards at 13 C.F.R. Part 21.

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 agrees to comply with Section 20.055(5), Florida Statutes, and to incorporate in all agreements with subconsultants, subvendors, and subcontractors, the obligation to comply with the provisions of Section 20.055(5), Florida Statutes.

26.2 CONSULTANT shall maintain adequate records to justify all charges and costs incurred in performing the work for at least five (5) years from the date of final payment under 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.

26.3 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.

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

26.5 All invoices submitted are subject to audit and demand for refund of overpayment up to five (5) years following final payment under this Agreement.

27.0 Notice

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

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

As to Consultant:

27.2 Notices shall be effective when received at the addresses as specified above. Changes in the respective addresses to which such notice is to be directed 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:
James R. Chastain, III, President/CEO
205 E Orange Street,
Lakeland, FL 33801

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. This Agreement will remain in full force and effect only as long as the expenditures provided for in the Agreement have been appropriated by the City Commission of the City of Wauchula in the annual budget for each fiscal year of the Service Agreement, and is subject to termination without any penalty due to lack of funding. Accordingly, the CITY's performance and obligation to pay under this agreement is contingent upon annual appropriation.

32.0 E-Verify Requirements.

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:

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

(2) Expressly require all persons (including subcontractors/subvendors/subconsultants) assigned by CONSULTANT to perform work or provide services pursuant to the Agreement with the City 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 the Agreement with the City.

By entering this Agreement with the City, 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 City incurred as a result of the termination of this Agreement in accordance with this section.

33.0 Limitation of Liability.

33.1 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.

(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: _____ By: _____
Stephanie Camacho Olivia Minshew, City Manager

Date Approved by Commission: _____

Review as to form and legal sufficiency

Kristie Hatcher-Bolin, Esquire
City Attorney

Date _____

Attest: Chastain-Skillman, INC.
a _____ Corporation

By: _____ By: _____
Corporate Secretary

[Print Name]

[Print Name]

DATE: _____ [Title]

DATE: _____

SEAL

(Name of Notary typed, printed or stamped)

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 _____

EXHIBIT "A"

SCOPE OF WORK

All work must be performed in accordance with applicable Federal, State and Local regulations. It shall be the responsibility of the Consultant to administer, monitor, and inspect the Construction Contract such that the project is constructed in reasonable conformity with the plans, specifications, and special provisions of the Construction Contract. The Consultant shall observe the Contractor's work to determine the progress and quality of work, identify discrepancies, report significant discrepancies to the City, and direct the Contractor to correct such observed discrepancies.

The Consultant shall consult with the Construction Project Engineer and shall direct all issues that exceed the Consultant's delegated authority to the Construction Project Engineer for City action or direction. The Consultant shall advise the Construction Project Engineer of any significant omissions, substitutions, defects, and deficiencies noted in the work of the Contractor and the corrective action that has been directed to be performed by the Contractor. Work provided by the Consultant shall not relieve the Contractor of responsibility for the satisfactory performance of the Construction Contract.

The Consultant shall monitor the Contractor's on-site construction activities and inspect materials entering into the work in accordance with the plans, specifications, and special provisions for the Construction Contract to determine that the projects are constructed in reasonable conformity with such documents. The Consultant shall keep detailed accurate records of the Contractor's daily operations and of significant events that affect the work.

The Consultant shall perform sampling and testing of component materials and completed work in accordance with the Construction Contract documents. The Consultant shall provide daily surveillance of the Contractor's Quality Control activities at the project site and perform the sampling and testing of materials and completed work items that are normally done in the vicinity of the project for verification and acceptance. The Consultant shall coordinate through the City any inspection and sampling of materials and components at locations remote from the vicinity of the project and testing of materials normally done in a laboratory remote from the project site. The Consultant shall be specifically responsible for job control samples determining the acceptability of all materials and completed work items on the basis of either test results or verification of a certification, certified mill analysis, DOT label, DOT stamp, etc. The City may monitor the effectiveness of the Consultant's testing procedures through surveillance and obtaining and testing independent assurance samples. Sampling, testing and laboratory methods shall be as required by the provisions of the Construction Contract. Documentation reports on sampling and testing performed by the Consultant shall be submitted to responsible parties during the same week that the construction work is done. The Consultant shall be responsible for transporting samples to be tested in a qualified laboratory

The Consultant shall have the ability to negotiate Supplemental Agreements to the extent necessary or required to complete the Tennessee Street Resurfacing Project. However, the Consultant must seek input from the Construction Project Engineer in negotiating any necessary Supplemental Agreement. All such Supplemental Agreements must be determined to be in accordance with Florida law by the City prior to approval by the Consultant. For any proposed

Supplemental Agreement, the Consultant shall prepare the Supplemental Agreement as a recommendation to the City, which the City may accept, modify or reject upon review.

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

EXHIBIT “A-1”
CONSULTANT SERVICES AGREEMENT NO. 10569.01
to the
Chastain-Skillman, Inc./City of Wauchula
Master Consulting Agreement for
Professional Municipal Engineering Services
Related to CEI Services for Tennessee Street

I. PROJECT Engineering Services Related to construction of Tennessee Street
Chastain-Skillman, Inc. (Consultant) has entered into a Consultant Services Agreement (Agreement) with the City of Wauchula (City). Pursuant to this Agreement, the City has requested the Consultant provide professional services related to Construction Engineering Inspection (CEI) for Tennessee Street.

The Florida Department of Transportation has entered into an Agreement with the City of Wauchula for the City to proceed with the construction phase of Tennessee Street through the FDOT’s Small County Outreach Program. Chastain-Skillman, LLC. is submitting this Proposal to perform the CEI services for this project.

This Task Order is to authorize the Consultant to perform those tasks as further described below.

II. ASSUMPTIONS

1. The Roadway Construction Drawings have been prepared by Kimley-Horn.
2. Chastain-Skillman, Inc. (CSI) shall have no responsibility for design and permitting this project.
3. The City of Wauchula and Kimley Horn have bid the project plans.
4. The work of CSI will begin with the Kick-off meeting after the bid opening.
5. CSI shall not be responsible for construction time.

III. SCOPE OF SERVICES

Task 1 Kick-off Meeting

This task consists of conducting a Kick-off meeting, as necessary, with City Staff.

1. Review Notice of Award by the City and contract documents provided by the City.
2. Review the construction plans and specifications for Tennessee Street as prepared by Kimley Horn.

Task 2 Pre-Construction Meeting

This task consists of preparing the agenda and conducting the Pre-Construction Meeting.

1. Prepare the sign-in sheet and conduct a Pre-Construction meeting.
2. Prepare and distribute minutes of the above meeting.

Task 3 Shop Drawing Approval

This task consists of reviewing shop drawings for the construction project.

1. Review the shop drawings for drainage structures, pipe, asphalt mix design, concrete mix, signage, and striping for conformance with the plans and specifications.

Task 4 Construction Engineering Inspection Services

Chastain-Skillman, Inc. shall sub-contract with Madrid Engineering Group Inc, to provide full-time CEI services during embankment, subgrade and base material placement and testing, as well as asphalt placement. This will be supplemented by part-time services during other, less critical operations. Field verification testing is included. Minimum qualifications for technicians will be CTQP certified for Earthwork Construction, Concrete Field, and Asphalt Paving.

1. A minimum of 2 hours per site visit will be required.
2. Inspectors will be billed on a portal-to-portal basis.

Task 5 Construction Progress Meetings

This task consists of scheduling and attending Bi-weekly (15) progress meetings with the City Staff and Contractor.

1. Prepare agenda for monthly progress meeting reviewing:
 - Contract Status/time and budget.
 - Utilities
 - Material Procurement/submittals
 - Change Orders
 - Design Issues/RFI's
 - Permits
 - MOT
 - Erosion and Sedimentation
 - Review Applications for Payment

Task 6 Final Certification

This task consists of Notice of Completion and Engineers Certification of Compliance.

1. Prepare Record Drawings from Contractors "As-Built" survey and assemble project test reports.
2. Prepare FDOT Notice of Completion Form and Engineer's Certification of Compliance.

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 a Task Order proposal for approval by the City to include them in the scope.

1. Permit application fees.
2. Bidding services.

3. 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.
4. Services for revising drawings and specifications made necessary by the acceptance of substitutions proposed by the Contractor; and services after the award of the contract for evaluating and determining the acceptability of substitutions proposed by the City or Contractor.
5. Services resulting from significant delays or changes, caused directly or indirectly by others for which the CEI has no control.
6. Any other services, not expressly stated in the Scope-of-Services herein.

V. PERIOD OF SERVICE

The services outlined in this Task Order will begin upon receipt of written authorization from the City. This is a Fixed Fee agreement, but the estimate below is based upon a project duration of 30 weeks.

VI. COMPENSATION

Compensation for the Engineer's services performed under this Task Order shall be based upon a Fixed Fee arrangement. Fees for the Scope-of-Services for Tasks 1 through 6 shall be **\$86,585.00** as detailed below:

TASK	DESCRIPTION	FEE \$
1.	Bid Opening/Kick-off Meeting	\$3,450
2.	Pre-Construction Meeting	\$2,275
3.	Shop Drawing Approval	\$3,640
4.	Construction Engineering Inspection	\$57,040
5.	Construction Progress Meetings	\$17,050
6.	Final Certification	\$3,130
TOTAL FIXED FEE (Including Reimbursable Expenses)		\$86,585

The Engineer shall submit monthly invoices for services rendered during the preceding month(s) based on the percentage of the work completed for each Section in the period. Invoices shall identify the City purchase order number and shall include a progress report, areas of concern, and percentage of to-date actual budget and time charged to the project. Invoices shall be certified as correct by a duly authorized representative of the Engineer.

IN WITNESS WHEREOF, the parties hereto have executed this on this Supplement on this _____ day of _____, 2025.

CONSULTANT:

CHASTAIN-SKILLMAN, INC.

By: _____

W.R. Cauthan, P.E. / V.P. Civil Engineering

Name/Title

WITNESS:

Signature

Jason Blankenship, Senior Project Manager

Name/Title

Date

CITY:

CITY OF WAUCHULA

By: _____

Name/Title

WITNESS:

Signature

Name/Title

Date

EXHIBIT "B"
FEE SCHEDULE

TASK	DESCRIPTION	FEE \$
1.	Bid Opening/Kick-off Meeting	\$3,450
2.	Pre-Construction Meeting	\$2,275
3.	Shop Drawing Approval	\$3,640
4.	Construction Engineering Inspection	\$57,040
5.	Construction Progress Meetings	\$17,050
6.	Final Certification	\$3,130
TOTAL FIXED FEE (Including Reimbursable Expenses)		\$86,585

EXHIBIT "C"
MANDATORY FEDERAL CONTRACT PROVISIONS

Mandatory Federal Contract Provisions for Professional Services (A/E) Contracts
--

Provision	Law/Statute
Provisions for all A/E Contracts	
Civil Rights Act of 1964, Title VI - Contractor Contractual Requirements	49 CFR part 21
Airport and Airway Improvement Act of 1982, Section 520	49 USC § 47123
Disadvantaged Business Enterprise	49 CFR part 26
Lobbying and Influencing Federal Employees	49 CFR part 20
Access to Records and Reports	49 CFR § 18.36
Breach of Contract Terms	49 CFR § 18.36
Rights to Inventions	49 CFR § 18.36
Trade Restriction Clause	49 CFR part 30
Additional Provisions for A/E Contracts Exceeding \$10,000	
Termination of Contract	49 CFR § 18.36
Additional Provisions for A/E Contracts Exceeding \$25,000	
Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion	49 CFR part 29