

**CITY OF WAUCHULA  
COMMUNITY REDEVELOPMENT AGENCY**

**REQUEST FOR QUALIFICATIONS  
PROFESSIONAL ENGINEERING SERVICES**

Sealed proposals will be received in the Community Redevelopment Agency (CRA) Director's Office, **April 13, 2020**, prior to **2:00 p.m.**

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

Questions regarding this proposal must be in writing and must be sent to Jessica Newman, CRA Director, email: [jnewman@cityofwauchula.com](mailto:jnewman@cityofwauchula.com). All questions must be received by **April 6, 2020** no later than **5:00 p.m.**

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

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

Wauchula Community Redevelopment Agency  
Jessica Newman, CRA Director  
107 E. Main Street  
Wauchula, Florida 33873

## **INTRODUCTION**

The Wauchula Community Redevelopment Agency (CRA), a dependent special district of the City of Wauchula, a political subdivision of the State of Florida, seeks the submittal of proposals from qualified firms who are interested in providing professional services for engineering. The Description of Services is further and more specifically outlined in Exhibit 1.

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

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

It is the intent of the CRA to select and negotiate Continuing Services Agreement with one (1) firm based upon the expertise and experience listed as it pertains to the work described. Selection of a qualified firm under this RFQ is not a guarantee of work.

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

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

## **SCOPE OF SERVICES**

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

The Contractor agrees to perform diverse engineering services for the CRA relating to various projects of the CRA. The Scope of Services is further and more specifically outlined in Exhibit 1.

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

## **EXPECTATIONS OF SELECTED FIRMS**

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

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

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

When a scope of work is requested for the formulation of a Task Assignment (TA), under a Consulting Services Agreement (CSA), the consultant will submit the proposed scope of work within 10 working days from the request. The proposal will include tasks to be completed with associated costs and an overall schedule with sufficient detail to define major milestones. An approved TA with signatures from both the CRA and consultant will serve as a Notice to Proceed. From time to time the scope of work may require more detail with regards to scheduling and timelines. When such detail is requested by the CRA, the consultant will be responsible for the preparation of a project design schedule, utilizing a commercial off the shelf software, such as Microsoft Project, which shows a breakdown of all tasks to be performed, and their relationship in achieving the completion of each phase of work. The schedule will include a Gantt Chart identifying the critical path, progress of the work and milestones. If both parties agree on the proposed schedule, a final schedule will be submitted within 10 working days of signed TA. The schedules will be used to verify consultant's performance in relationship to the fees claimed and to allow the CRA staff to monitor the consultant's efforts. The billing of all services will include a progress update report, schedule showing current percent complete by task and a detailed invoice showing billings per task outlined in the approved scope of work or assignment.

If a change of scope for a project is deemed necessary or is requested by the CRA, for a service that could not be defined sufficiently at the time of the execution of a TA, such services shall be notified in writing as a Change Order. The Change Order will detail the effects and cost for the proposed change. The consultant will not proceed with work on the change until receiving approval from the CRA.

In addition to the progress updates to be submitted with the invoice, each consultant will meet with CRA staff on a quarterly basis or as requested by CRA to provide a briefing and progress report of all work assignments in a presentation style update. The presentation shall be electronically transmitted to the CRA.

Deliverables prepared by the consultant will be defined in each assignment. Full and half size drawings will be required on all assignments along with electronic versions.

## **SUBMITTAL**

Submittals should not contain information in excess of that requested, must be concise, and must specifically address the issues of this RFQ. A page can be either single or double sided. It is requested that the responses be in the same order as the selection and evaluation procedures. The submittals should include the following:

1. Brief overview of the firm's history and organization that includes the name of the firm's contact person, address, telephone, fax number and email address. (Limit response to one page)
2. Provide documentation supporting the specialized qualifications of staff in the field of engineering. Qualifications should highlight experience with regulatory agencies, permitting and governing regulations and their locations. The proposal shall list key individuals who will be used on the contract. Provide the Florida registration numbers of professional personnel. Show an organizational chart of the team highlighting the key individuals who will work on the contract. Provide a matrix showing the capabilities listed above versus each proposed team member indicating their personal experience. (Limit response to one page for the organizational chart and one page for the capabilities matrix)
3. The key staff presented in the consultant's response shall be the staff utilized throughout the duration of this agreement. The consultant will demonstrate each key staff's availability and location to respond to the needs of the project. Also identify additional staff members and locations that can be utilized to expedite a deliverable if required. (Limit response to one page per person)
4. Experience on Similar Contracts: The proposal shall describe the consultant's experience in providing similar services to municipalities. Provide a minimum of five (5) examples of the consultant's recent relevant experience, within the past five (5) years, with client references including name, title, phone number, and email address. Specifics should be given to demonstrate successful performance on those contracts and the firm's, or team's, understanding of the requirements and timely completion of those projects. (Limit response to one page per project)

5. Provide identification and address of any subconsultants that will be involved, including a description of qualifications and their specific duties on the projects with the CRA. (Limit response to one page maximum per subconsultant)

7. Provide documentation of the firm's certified W/MBE status, if applicable; identify minority firm participation as subconsultants; and submit the subconsultant's certification, explain how the firm will encourage minority participation in the projects. (Limit response to one page maximum)

## **SELECTION AND EVALUATION PROCEDURES**

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

Consultants will be evaluated using a number of factors including, but not limited to, the following (Maximum 85 points):

- Experience and expertise of the consulting firm and its key personnel in projects similar to those in the Request for Qualifications. (Maximum 25 points) Corresponds to submittals No. 1, No. 2, and No. 3.
- Reference comments on the consulting firm (Maximum 10 points) Corresponds to submittal No. 4.
- Ability to complete projects in a timely manner. (Maximum 5 points) Corresponds to submittal No. 4.
- Appropriate team member and experience. (Maximum 10 points) Corresponds to submittal No. 3.
- Certified minority firm or extent of certified minority firm participation as subconsultants. (Maximum 5 points) Corresponds to submittal No. 7
- CRA and/or City evaluation rating for past projects with the City and/or CRA. (Maximum 20 points)
- Location of key personnel –
  - Firms located in Hardee County (Maximum 10 points)
  - Firms located in contiguous counties (Maximum 8 points)
  - All other firms (Maximum 2 points)

## **RESPONSE**

Interested parties are invited to submit one (1) original marked "ORIGINAL" and four (4) copies marked "COPY" of their proposal in a sealed envelope to the CRA Director. The envelope should be labeled "RFQ CRA #20-03, Professional Engineering Services" and marked with the respondent's name and address. Proposals may be mailed or delivered to:

Wauchula Community Redevelopment Agency  
Jessica Newman, CRA Director  
107 E. Main Street  
Wauchula, Florida 33873

The submittal shall be received by the CRA only at the above address prior to **2:00 p.m., April 13, 2020.**

The delivery of the submittal on the above date and prior to the specified time is solely the responsibility of the proposer.

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

## **GENERAL CONDITIONS**

### **CONTACT**

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

### **INSURANCE REQUIREMENTS**

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

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

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

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

Premises and Operations and Products/Completed Operations;  
Broad Form Commercial General Liability Endorsement to include blanket contractual liability (specifically covering, but not limited to, the contractual obligations assumed by the Firm); Personal Injury (with employment and contractual exclusions deleted) and Broad Form Property Damage coverage;

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

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

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

## **INDEMNIFICATION**

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

## **PUBLIC ENTITY CRIMES STATEMENT**

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



## **EQUAL OPPORTUNITY/AFFIRMATIVE ACTION**

The CRA, as a dependent special district of the City of Wauchula, is an equal opportunity/affirmative action employer. The CRA is committed to equal opportunity employment effort; and expects firms that do business with the CRA to have a vigorous affirmative action program.

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

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

## **DEVELOPMENT COSTS**

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

## **APPLICABLE LAWS AND COURTS**

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

## **CONTRACTUAL MATTERS**

A copy of the Continuing Services Agreement to be entered into with the successful proposer(s) is included with this RFQ as Exhibit 2.

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

## **PROPRIETARY INFORMATION**

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

All proposals received from proposers in response to this Request for Qualifications will become the property of the CRA and will not be returned to the proposers. In the event of contract award, all documentation produced as part of the contract will become the exclusive property of the CRA.

## **UNAUTHORIZED ALIEN(S)**

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

## **LIMITATIONS**

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

## **EXHIBIT 1**

### **DESCRIPTION OF SERVICES**

Services may be assigned but not limited to any of the following areas:

- Property, Boundary, Easements, R/W, Topographic and Utility surveys.
- Paving and Drainage Improvements
- Stormwater Management Design
- FDOT Roadway and Enhancement Project Design
- Traffic Engineering
- Special Services such as Feasibility Studies and Planning
- Construction Contract Administration
- Construction Engineering and Inspection
- Site Plan Review
- Public works Permitting and Inspections
- Wastewater Treatment Plant, pump station and collection system design
- Water Treatment Plant and distribution system design
- Parking lot design and engineering
- Other miscellaneous professional services that the CRA may desire

**EXHIBIT 2  
CONTINUING SERVICES AGREEMENT**

THIS AGREEMENT entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2020, 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 CRA Board, situated at 107 E. Main Street, Wauchula, Florida 33873, hereinafter referred to as the CRA, and \_\_\_\_\_ a \_\_\_\_\_ corporation, headquartered at \_\_\_\_\_ hereinafter referred to as

CONSULTANT, and whose Federal Employer Identification Number is \_\_\_\_\_ :

WHEREAS, CRA requires certain professional services in connection with the planning and construction of certain projects; and

WHEREAS, CRA has solicited these services in RFQ CRA #20-04, included by reference as to the scope of services contained herein; and

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

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

**1.0 Term**

- 1.1 This Agreement shall take effect on the date of its execution by the CRA Director and City Manager.
- 1.2 The term of this Agreement shall be for a three (3) year period, commencing upon the effective date, unless otherwise terminated as provided herein.
- 1.3 The CRA shall have the option of extending the Agreement for two (2) one (1) year terms, as approved by the CRA Board, at the same terms and conditions by giving the CONSULTANT written notice not less than thirty (30) days prior to the expiration of the initial term.
- 1.4 The CRA Board will approve and execute each extension or terminate the agreement at the end of any given term.

**2.0 Services to Be Performed by CONSULTANT**

- 2.1 CONSULTANT shall perform the services as generally described in the Scope of Work Exhibit "1" and as may be further specifically designated and authorized by the CRA, in writing. Such authorization will be referred to as a Task Assignment (TA) and all provisions of this Agreement apply to the TA with full force and effect as if appearing in full within each TA. Each TA will set forth a specific Scope of Services, maximum limit of compensation, schedule, liquidated damages and completion date, and shall become effective upon the due execution.
- 2.2 The CONSULTANT is not authorized to undertake any project without a duly executed TA, which shall specify the work to be performed and the time to be completed.
- 2.3 When the CONSULTANT and the CRA enter into a TA where the term of the TA expires on a date that is later than the date that the Continuing Services Agreement (CSA) expires, the CONSULTANT and the CRA agree that the terms of the CSA and any amendments, attachments or provisions thereof are automatically extended until the expiration or full completion of the requirements of the TA have been performed. Cancellation by the CRA of any remaining work prior to the full completion of the requirements of the TA shall cause the terms of

the CSA to terminate at the same time. This provision only applies when the expiration of the TA extends beyond the expiration of the CSA. It does not apply when a TA expires or is cancelled prior to the expiration of the CSA.

### 3.0 Compensation

#### 3.1 General

- 3.1.1 CRA shall pay CONSULTANT in accordance with Exhibit "B", "Fee Schedule", which is attached hereto and incorporated by reference as part of this Agreement. The fee schedule identifies all job classifications, which will perform billable services pursuant to this Agreement and the fee for each job classification. Performance of work by personnel in job classifications not listed on the fee schedule will result in nonpayment for such services.
- 3.1.2 The Fee Schedule, as set out in Exhibit "B" may be adjusted by an Amendment to the Continuing Services Agreement, after mutual written agreement of the parties, annually beginning one year from the effective date of the agreement. The CRA Director and the City Manager will approve and execute any fee schedule amendment. Such amendment shall operate prospectively only and shall not alter fee schedules for TAs 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 TA.
- 3.1.4 Invoices must reference the applicable Task Assignment 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 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:

Community Redevelopment Agency  
P.O. Box 1162  
Wauchula, FL 33873

- 3.1.6 In order for both parties herein to close their books and records, the CONSULTANT will clearly state "Final Invoice" on the CONSULTANT 's final/last billing to the CRA. 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 CONSULTANT.
- 3.1.7 Payment of the final invoice shall not constitute evidence of the CRA'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 the CRA and, if so requested, shall be furnished by CONSULTANT to the Finance Director's satisfaction.

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

### 3.2 Reimbursable

3.2.1 All requests for payment of "out-of-pocket" expenses eligible for reimbursement under the terms of this Agreement shall be reimbursed per the City's Reimbursable Schedule as followed by the CRA, and include copies of paid receipts, invoices or other documentation acceptable to the City's Finance Director. Such documentation shall be sufficient to establish that the expense was actually incurred and necessary in the performance of the Scope of Work described in this Agreement or TA.

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

Overnight Deliveries  
Reproduction  
Sub-Consultant  
Long Distance Telephone Calls

3.2.3 Mileage shall be reimbursed in accordance with F.S. 112.061 and City of Wauchula policy for pre-approved out-of-county travel as followed by the CRA.

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 CRA upon completion of the work for which the asset was utilized. All such assets must be surrendered by delivery to the CRA upon demand, termination of the Agreement, or the conclusion of the project, whichever occurs first.

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

## 4.0 Insurance

### 4.1 General Provisions

4.1.1 CONSULTANT shall maintain, at all times, the following minimum levels of insurance and shall, without in any way altering their liability, obtain, pay for and maintain insurance for the coverage and amounts of coverage not less than those set forth below and provide the CRA 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 CRA 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.

4.1.2 As the CRA is a dependent special district of the City of Wauchula, the City of Wauchula shall be named as an additional insured on all CONSULTANT policies related to the project, excluding professional

liability and worker ' s compensation. The policies shall contain a waiver of subrogation in favor of the City of Wauchula. All insurance coverage shall be written with an insurer having an A.M. Best Rating of a least the "A" category and size category of VIII.

- 4.1.3 The CONSULTANT's self-insured retention or deductible per line of coverage shall not exceed \$25,000.00 without the permission of the CRA.
- 4.1.4 If there is any failure by the CONSULTANT to comply with the provisions of this section, the CRA may, at its option, on notice to the CONSULTANT, suspend the work for cause until there is full compliance.
- 4.1.5 The CRA may, at its sole discretion, purchase such insurance at CONSULTANT's expense provided that the CRA shall have no obligation to do so, and if the CRA 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 coverage.
- 4.1.7 All CONSULTANT's sub-contractors shall be required to include the City of Wauchula 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 of Wauchula 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 CRA.
- 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 coverage:
  - 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 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.

- 4.5 Professional Liability Insurance. \$2,000,000.00 for design errors and omissions, exclusive of defense costs. CONSULTANT shall be required to provide continuing Professional Liability Insurance to cover each project for a period of two (2) years after the project is completed. Insurance requirements may vary depending on projects as determined by the CRA. The CRA 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 CRA 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 CRA, 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, the CRA and CONSULTANT agree to allocate such liabilities in accordance with this Section.
- 6.2 Indemnification.
  - 6.2.1 CONSULTANT, to the extent permitted by law, shall indemnify, defend (by counsel reasonably acceptable to the CRA) protect and hold the CRA, and its officers, employees and agents, free and harmless from and against any and all, including, but not limited to, any claims, actions, causes of action, liabilities, penalties, forfeitures, damages, losses and expenses (including, without limitation, attorney ' s fees and costs during negotiation, through litigation and all appeals therefrom), or death of or injury to any person or damage to any property whatsoever, arising out of or resulting from (i) the failure of CONSULTANT to comply with applicable non-conflicting laws, rules or regulations, (ii) the breach by CONSULTANT of its obligations under this Agreement, (iii) any claim for trademark, patent or copyright infringement arising out of the scope of CONSULTANT ' s performance of this Agreement, or (iv) the negligent act, errors or omissions, or intentional or willful misconduct, of CONSULTANT, its sub-consultants, agents, employees and invitees; provided, however, that CONSULTANT shall not be obligated to defend or indemnify the CRA with



respect to any such claims or damages arising out of the CRA's negligence.

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

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

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

#### 7.0 Independent Contractor

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

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

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

7.4 The CONSULTANT shall not pledge the CRA'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 CRA in any manner.

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

#### 8.0 Authority to Practice

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

#### 9.0 Compliance with Laws

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

#### 10.0 Subcontracting

10.1 The CRA 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 CRA. 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 CRA, as a dependent special district of the City of Wauchula, is exempt from Federal Tax and State Sales and Use Taxes. Upon request, the CRA 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 CRA, nor shall the CONSULTANT be authorized to use the CRA's Tax Exemption Number in securing such materials.

12.0 Public Entity Crimes

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

13.0 CRA's Responsibilities

13.1 The CRA shall be responsible for providing access to all CRA project sites, and providing information in the CRA'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 CRA.

14.0 Termination of Agreement

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

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

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

14.4 After receipt of a Termination Notice and except as otherwise directed by the CRA, 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 CRA.

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

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

15.0 Uncontrollable Forces (Force Majeure)

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

15.2 Neither party shall, however, be excused from performance if nonperformance is due to forces which are preventable, removable, or remediable and which the

nonperforming party could have, with the exercise of reasonable diligence, prevented, removed or remedied with reasonable dispatch.

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

16.0 Governing Law and Venue

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

17.0 Non-Discrimination

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

18.0 Waiver

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

19.0 Severability

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

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

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

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

20.0 Entirety of Agreement

20.1 The CRA 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 CRA 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 the CRA and CONSULTANT. Such modifications shall be in the form of a written Amendment executed by both parties.

22.0 Successors and Assigns

22.1 The CRA 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 CRA 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 CRA Board of Directors 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 CRA 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 CRA 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 CRA for its use and/or distribution as may be deemed appropriate by the CRA. CONSULTANT is not liable for any damages, injury or costs associated with the CRA use or distribution of these documents for purposes other than those originally intended by CONSULTANT.

26.0 Access and Audits

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

26.2 Misrepresentations of billable time or reimbursable expenses as determined by the Auditor to the City of Wauchula shall result in the recovery of any resulting

overpayments. The CRA's cost of recovery shall be the sole expense of the CONSULTANT, including accounting and legal fees, court costs and administrative expenses.

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

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

27.0 Notice

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

As to CRA:

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

As to Consultant:

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

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

28.0 Service of Process

As to CRA: Thomas A. Cloud, Esquire  
G R A Y | R O B I N S O N  
301 East Pine Street, Suite 1400  
Orlando, Florida 32801

As to Consultant:

29.0 Contract Administration

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

30.0 Key Personnel

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

31.0. Annual Appropriations

31.1 CONSULTANT acknowledges that the CRA, 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 executed only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years. Accordingly, the CRA's performance and obligation to pay under this agreement is contingent upon annual appropriation.

32.0 Liquidated Damages

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

33.0 Unauthorized Alien(s)

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

34.0 Limitation of Liability.

In no event, shall the CRA 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 CRA whether based in contract, common law, warranty, tort, strict liability, contribution, indemnity or otherwise.

(THE REMAINDER OF THE PAGE LEFT INTENTIONALLY BLANK)

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

Attest:  
HOLLY SMITH  
City Clerk  
State of Florida

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

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

By: \_\_\_\_\_  
Jessica Newman, CRA Director

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

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

Review as to form and legal sufficiency

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

Attest:  
a \_\_\_\_\_ Corporation

(COMPANY NAME)

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

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

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

[Print Name]

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

[Title]

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

ACKNOWLEDGEMENT OF FIRM, IF A CORPORATION

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

The foregoing instruments was acknowledged before me this

\_\_\_\_\_ By \_\_\_\_\_  
(Date) (Name of officer or agent, title of officer or agent)

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

\_\_\_\_\_ as identification and did certify to have knowledge of the matters  
(Type of Identification)

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

\_\_\_\_\_ (Date)  
\_\_\_\_\_ Commission Number \_\_\_\_\_

(Official Notary Signature and Notary Seal)  
\_\_\_\_\_ Commission Expiration Date \_\_\_\_\_

(Name of Notary typed, printed or stamped)

ACKNOWLEDGEMENT OF FIRM, IF A PARTNERSHIP

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

acknowledged before me this \_\_\_\_\_ By \_\_\_\_\_  
(Date) (Name of acknowledging partner or agent)

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

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

\_\_\_\_\_ (Date)  
\_\_\_\_\_ Commission Number \_\_\_\_\_

(Official Notary Signature and Notary Seal)  
\_\_\_\_\_ Commission Expiration Date \_\_\_\_\_

(Name of Notary typed, printed or stamped)

ACKNOWLEDGEMENT OF FIRM, IF AN INDIVIDUAL

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

The foregoing instrument was acknowledged before me this

\_\_\_\_\_ By \_\_\_\_\_  
(Date) (Name of acknowledging)

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

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

\_\_\_\_\_ (Date)  
\_\_\_\_\_ Commission Number \_\_\_\_\_

(Official Notary Signature and Notary Seal)  
\_\_\_\_\_ Commission Expiration Date \_\_\_\_\_

(Name of Notary typed, printed or stamped)