

October 1, 2024 – January 31, 2025				
Minimum Maintenance	Opened	16	Closed	5
Unsafe Dilapidated Building	Opened	1	Closed	0
Lot Maintenance	Opened	18	Closed	12
NA Inoperable Vehicles	Opened	10	Closed	10
Zoning	Opened	1	Closed	0

Liens Filed

715 S 6th Avenue - \$18,100.00 Roy A Brown for Minimum Maintenance

715 S 6th Avenue - \$9,100.00 Roy A Brown for Lot Maintenance

Liens to Be Filed

125 W Main Street - \$3,200.00

Invoiced

802 Alabama Street - \$12,100.00 for Lot Maintenance



**CITY OF WAUCHULA
LAND DEVELOPMENT CODE TEXT REVIEW
FENCING LANGUAGE STATUS**

TO: City of Wauchula City Commission

PREPARED BY: Central Florida Regional Planning Council

AGENDA DATE: February 3, 2025

DISCUSSION ITEM: Mobile Food Truck Parks

Section 2.03.078 of the City's Land Development Code includes requirements for mobile food trucks (see below). The requirements in the Code are specific for a single mobile food truck, but do not address mobile food truck parks. The discussion will include examples of requirements from other jurisdictions.

2.03.00 - General regulations for all zoning districts.

2.03.08 Temporary uses: tents, circus, carnival, mobile food trucks. A permit is required from the Development Director before erecting any temporary use. Such uses may be erected temporarily on property in a commercial district where a commercial structure is already established; or on property occupied by a religious institution, regardless of its zoning district; or on a vacant lot subject to the approval of the Development Director; and subject to the following requirements:

- (A) Temporary uses, with exception of mobile food trucks, may not be erected more than two times per year, for periods not to exceed 21 days;
- (B) The temporary use shall not block any point of ingress or egress to the site;
- (C) All electrical connections must be inspected and approved by the building department and the fire department.
- (D) Adequate restroom facilities are required at the discretion of the Development Director.
- (E) Mobile food trucks:
 - (1) *Application.* A person desiring to operate a food truck or trailer shall make written application for such permit to the City. Once approved, the application will need to be renewed every six months. The application for a permit shall include the following: The preferred location of the food truck, the proposed hours of operation, copies of all necessary license or permits issued by Hardee County Health Department, a site plan including dimensions and the placement on the lot in relation to lot line and other structures.

- (2) *Locations.* Food trucks may operate on private property, including parking lots, in C-2 and Industrial zoned districts with the written consent from the property owner. Evidence of such written consent shall be provided to the City prior to the on-site location of the food truck. Food trucks must be set back a minimum of 175 feet from any other restaurant or food truck, distance to be measured from property line to property line. Location of a food truck within any public right-of-way or on any public property, other than a site approved by the Development Director, is prohibited.
- (3) *Hours of operation.* All business activity related to mobile food trucks shall be of a temporary nature. Hours of operation shall be limited to the hours between 5:00 a.m. and 10:00 p.m. No approved food truck shall be left unattended on a public way, nor remain on a public way outside of these allowed hours of operation, nor shall any approved mobile food truck remain within the city limits during those hours the mobile food truck is not permitted to operate.
- (4) *Food truck standards.* Any auxiliary power required for the food vehicle shall be self-contained. No use of public or private power sources are allowed without providing written consent from the owner. No power cable or equipment shall be extended at grade across any City street, alley, or sidewalk. The use of compressors or loudspeakers is prohibited. All electrical connections shall comply with all electrical code standards per the Florida Building Code. Any exterior lighting used by the food truck shall be designed and placed in such a manner that it does not result in light spillage onto other properties or interfere with vehicular traffic. All identifying information, logos, advertising, or other displays on the exterior of a food vehicle shall conform to the purposes set forth in Section 4.01.00 regulating commercial signage. No freestanding signage shall be permitted.
- (5) *Design and operation.* The food truck shall not exceed 20 feet in length or nine feet in width and shall be kept in good repair. Vendor shall comply with all Hardee County Public Health requirements, and fire department requirements if propane or a combustible fuel is used. The food truck vendor shall only sell food and beverages that are capable of immediate consumption garbage, receptacles must be supplied by the applicant for the public use. Such receptacles shall be capable of accommodating all refuse generated by the vending activity. The containers must be removed and emptied daily by the vendor. City trash receptacles will not be used for this purpose.

ORDINANCE NO. 2025-01

AN ORDINANCE OF THE CITY OF WAUCHULA, FLORIDA, AMENDING THE CITY OF WAUCHULA CODE OF ORDINANCES, SPECIFICALLY, TO REPEAL AND REPLACE SECTION 4-3, "DANGEROUS DOGS," OF CHAPTER 4 OF THE CODE OF ORDINANCES, TO MAINTAIN CONSISTENCY WITH CHAPTER 767, FLORIDA STATUTES, INCLUDING ADOPTING DEFINITIONS AND HEARING PROCEDURES CONSISTENT WITH CHAPTER 767, FLORIDA STATUTES, REPEALING ALL ORDINANCES IN CONFLICT HERewith, PROVIDING FOR SEVERABILITY, THE CORRECTION OF SCRIVENERS' ERRORS, AND AN EFFECTIVE DATE.

WHEREAS, Chapter 166, Florida Statutes, authorizes cities in the State of Florida to adopt regulations in the interest of the public health, safety, and the general welfare of the public; and

WHEREAS, Chapter 767, Florida Statutes, provides that animal control authorities, acting alone or in concert with other local government units, shall enforce the animal control laws of the city, county, and state, including those pertaining to dangerous dogs; and

WHEREAS, Section 767.14, Florida Statutes, provides that Chapter 767 does not limit local governments from adopting ordinances to address the safety and welfare concerns caused by attacks on persons or domestic animals, placing further restrictions or requirements on owners of dogs who have bitten or attacked persons or domestic animals, or developing procedures and criteria to implement Chapter 767, provided that such ordinances do not regulate on the basis of an animal's breed, weight, or size, and provided that such ordinances do not lessen the provisions of Chapter 767; and

WHEREAS, ordinances regulating the keeping, care, custody, and control of animals within the municipal limits are a valid exercise of the police powers delegated to the City to protect and maintain the health, safety, and welfare of the community and to abate nuisances; and

WHEREAS, the City of Wauchula Code of Ordinances, specifically Section 4-3 of Chapter 4, addresses dangerous dogs covered in Chapter 767; and

WHEREAS, the City Commission finds it is in the best interest of the community's health, safety, and welfare to repeal and replace Section 4-3 of Chapter 4 of the Code of Ordinances with the provisions below to maintain consistency with the most current amendments to Chapter 767, Florida Statutes, and

WHEREAS, the City Commission finds that this Ordinance serves a legitimate government purpose, provides appropriate means of animal protection and control, and is in the best interest of the public health, safety, and welfare of the City and its citizens.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF WAUCHULA, FLORIDA, AS FOLLOWS:

SECTION 1. RECITALS AND LEGISLATIVE FINDINGS AND INTENT. The above-stated recitals to this Ordinance are hereby incorporated into this Ordinance by the Commission as its legislative findings and the Commission's intent regarding this Ordinance.

SECTION 2. REPEAL OF SECTION 4-3, CODE OF ORDINANCES. Section 4-3, "Dangerous Dogs," in Chapter 4, Code of Ordinances of the City of Wauchula, is hereby repealed in its entirety.

SECTION 3. REPLACEMENT OF SECTION 4-3, CODE OF ORDINANCES. Section 4-3, "Dangerous Dogs," is hereby replaced in its entirety with the following:

Section 4-3, Dangerous Dogs-, Definitions, Investigation, and Hearing Procedures

(a) Definitions. The Definitions contained in Chapter 767, Florida Statutes, as may be amended from time to time, are expressly incorporated into and made a part of this Section as if fully stated herein, and shall include, but not be limited to the following:

- (1) "Animal control officer" means any individual employed, contracted with, or appointed by an animal control authority, including but not limited to, Hardee County Animal Control, Hardee County Sheriff's Office, or Wauchula Police Department, for the purpose of aiding in the enforcement of Chapter 767, Florida Statutes, or this Ordinance.
- (2) "Dangerous dog" means any dog that according to the records of the appropriate authority:
 - a. Has aggressively bitten, attacked, or endangered or has inflicted severe injury on a human being on public or private property;
 - b. Has more than once severely injured or killed a domestic animal while off the Owner's property; or
 - c. Has, when unprovoked, chased or approached a person upon the streets, sidewalks, or any public grounds in a menacing fashion or apparent attitude of attack, provided that such actions are attested to in a sworn statement by one or more persons and dutifully investigated by the appropriate authority.
- (3) "Insurance" means an insurance policy providing coverage in the minimum amount of \$100,000 that provides liability insurance for damage to persons and property caused by the dangerous dog. The

insurance shall be provided by an insurance company authorized to do business in the State of Florida, and the Owner shall provide the Wauchula Police Department evidence of a certificate of insurance and a copy of the endorsement.

- (4) "Owner" means any person, firm, corporation, or organization possessing, harboring, keeping, or having control or custody of an animal or, if the animal is owned by a person under the age of 18, that person's parent or guardian.
- (5) "Proper enclosure of a dangerous dog" means, while on the Owner's property, a dangerous dog is securely confined indoors or in a securely enclosed and locked pen or structure, suitable to prevent the entry of young children and designed to prevent the animal from escaping. Such pen or structure shall have secure sides and a secure top to prevent the dog from escaping over, under, or through the structure and shall also provide protection from the elements.
- (6) "Severe injury" means any physical injury that results in broken bones, multiple bites, or disfiguring lacerations requiring sutures or reconstructive surgery.
- (7) "Unprovoked" means that the victim who has been conducting himself or herself peacefully and lawfully has been bitten or chased in a menacing fashion or attacked by a dog.

(b) Classification of dog as dangerous; notice and hearing procedures; confinement of dog; appeal; exemptions.

- (1) An animal control officer shall investigate reported incidents involving any dog that may be dangerous and, if possible, shall interview the Owner and require a sworn affidavit from any person, including any animal control officer or enforcement officer, desiring to have a dog classified as dangerous.
- a. An animal that is the subject of a dangerous dog investigation because of severe injury to a human being may be immediately confiscated by an animal control authority, placed in quarantine, if necessary, for the proper length of time, or impounded and held. The animal may be held pending the outcome of the investigation and any hearings or appeals related to the dangerous dog classification or any penalty imposed under this section. If the dog is to be destroyed, the dog may not be destroyed while an appeal is pending. The Owner is responsible for payment of all boarding costs and other fees as may be required to humanely and safely keep the animal pending any hearing or appeal.

b. An animal that is the subject of a dangerous dog investigation which is not impounded must be humanely and safely confined by the Owner in a securely fenced or enclosed area. The animal shall be confined in such manner pending the outcome of the investigation and the resolution of any hearings or appeals related to the dangerous dog classification or any penalty imposed under this section. The address at which the animal resides shall be provided to the animal control officer. A dog that is the subject of a dangerous dog investigation may not be relocated or its ownership transferred pending the outcome of the investigation and any hearings or appeals related to the dangerous dog classification or any penalty imposed under this section. If a dog is to be destroyed, the dog may not be relocated or its ownership transferred.

(2) A dog may not be declared dangerous if:

a. The threat, injury, or damage was sustained by a person who, at the time, was unlawfully on the property or who, while lawfully on the property, was tormenting, abusing, or assaulting the dog or its Owner or a family member, or who, at the time of the attack or bite, was engaged in or attempting to engage in criminal activity. .

b. The dog was protecting or defending a human being within the immediate vicinity of the dog from an unjustified attack or assault.

(3) After the investigation, the animal control officer shall present his factual findings, in writing, and all evidence the animal control officer has collected, to the Chief of Police or his designee. Based on the written factual findings and evidence the animal control officer has presented, the Chief of Police or his designee shall make an initial determination, in writing, as to whether there is sufficient cause to classify the dog as dangerous, and if sufficient cause is found, as to the appropriate penalty under subsection (5). The Chief of Police or his designee shall afford the Owner an opportunity for a hearing before the City's hearing officer prior to making a final determination regarding the classification or penalty. The Chief of Police or his designee shall provide written notification of the sufficient cause finding and proposed penalty to the Owner by registered mail, certified hand delivery, or service in conformance with the provisions of chapter 48 relating to service of process. The Owner may file a written request for a hearing before the City's hearing officer regarding the dangerous dog classification, penalty, or both, within 7 calendar days after the Owner's receipt of the notification of the sufficient cause finding and proposed penalty. If the Owner requests a hearing, the hearing shall be held as soon as possible, but not later than 21 calendar days and not sooner than 5 days after receipt of the request from the Owner. The hearing officer shall conduct a de novo hearing to receive evidence and testimony. All testimony at the hearing must be

under oath and must be recorded. The hearing officer must review any photographs, videos, or other evidence presented. Formal rules of evidence do not apply, but due process must be observed and govern the proceedings. The hearing officer must issue a final administrative order that including findings as to the determination that the Owner's dog should be classified as a dangerous dog under Chapter 767, Florida Statutes, and proposed penalty within 21 days of the hearing. Such decision shall be in the form of a written order recorded with the city clerk. If a hearing is not timely requested regarding the dangerous dog classification or proposed penalty, the determination of the Chief or Police or his designee as to such matter shall become final.

(4) Upon a dangerous dog classification and penalty becoming final after a hearing or by operation of law pursuant to subsection (3), the Chief of Police or his designee shall provide a written final order to the Owner by registered mail, certified hand delivery or service in conformance with the provisions of chapter 48 relating to service of process. The Owner may appeal the classification, penalty, or both, to the circuit court in accordance with the Florida Rules of Appellate Procedure after receipt of the final order. If the dog is not held by the animal control authority, the Owner must confine the dog in a securely fenced or enclosed area pending resolution of the appeal.

(5) a. Except as otherwise provided in paragraph b., below, the Owner of a dog classified as a dangerous dog shall:

1. Within 30 days after issuance of the final order classifying the dog as dangerous or the conclusion of any appeal that affirms such final order, obtain a certificate of registration for the dog from the Wauchula Police Department, and renew the certificate annually. The fee for the issuance of a certificate of registration is \$240.00, and the fee for annual renewals required by this section is \$240.00. If the dog has been impounded during the pendency of dangerous dog investigation and remains impounded at the time the final order is issued, the Owner must obtain a certificate of registration, including paying the registration fee, and pay all boarding costs and other fees incurred in keeping the animal pending any hearing or appeal before the Wauchula Police Department will release the dog to the Owner. The Wauchula Police Department shall issue such certificates of registration, and renewals thereof, only to persons who are at least 18 years of age and who present to sufficient evidence of:

(i) A current certificate of rabies vaccination for the dog.

(ii) Proof of a Proper Enclosure to confine a dangerous dog and the posting of the premises with a clearly visible

warning sign at all entry points which informs both children and adults of the presence of a dangerous dog on the property. Wauchula Police Department must inspect and approve of the form and placement of the signs on the property before issuance of the registration and any renewals. The Owner must also provide proof of ownership of the property on which the Proper Enclosure is located, or proof of permission from the Owner of the property on which the Proper Enclosure is located.

(iii) Proof of Insurance as defined in this Ordinance.

(iv) Proof that the dog has been surgically sterilized by a licensed veterinarian.

(v) Proof of permanent identification of the dog, such as a tattoo on the inside thigh or electronic implantation.

2. Additionally, the Owner must immediately notify the Wauchula Police Department when the dog:

(i) Is loose or unconfined.

(ii) Has bitten a human being or attacked another animal.

(iii) Is sold, given away, or dies.

(iv) Is moved to another address.

Before a dangerous dog is sold or given away, the Owner shall provide the name, address, and telephone number of the new owner to the animal control authority. The new owner must comply with all of the requirements of this section and implementing local ordinances, even if the animal is moved from one local jurisdiction to another within the state. The animal control officer must be notified by the Owner of a dog classified as dangerous that the dog is in his or her jurisdiction.

3. A dog classified as dangerous must not be outside of a proper enclosure unless the dog is muzzled and securely restrained by a chain or leash of not more than four feet and under control of a competent person over the age of 18. No dog classified as dangerous may be chained, tethered, or otherwise tied to any inanimate object, such as a tree, post, or building that is outside of its proper enclosure. The muzzle must be made in a manner that will not cause injury to the dog or interfere with its vision or respiration but will prevent it from biting a person or animal. The Owner may exercise the dog in a securely fenced or enclosed area that does not have a top, without a muzzle or leash, if the dog remains within his or her sight and only members of the

immediate household or persons 18 years of age or older are allowed in the enclosure when the dog is present. When being transported, such dogs must be safely and securely restrained within a vehicle.

b. If a dog is classified as a dangerous dog due to an incident that causes severe injury, as defined in Chapter 767, Florida Statutes, to a human being, based upon the nature and circumstances of the injury and the likelihood of a future threat to the public safety, health, and welfare, the dog may be destroyed in an expeditious and humane manner as permitted by section 767.12(5)(b), Florida Statutes, as may be amended.

(6) Hunting dogs are exempt from this section when engaged in any legal hunt or training procedure. Dogs engaged in training or exhibiting in legal sports such as obedience trials, conformation shows, field trials, hunting/retrieving trials, and herding trials are exempt from this section when engaged in any legal procedures. However, such dogs at all other times in all other respects are subject to this and local laws. Dogs that have been classified as dangerous may not be used for hunting purposes.

(c) Attack or bite by a dog that previously has been classified as a Dangerous Dog, impoundment, destruction.

If a dog that previously has been classified as a dangerous dog bites a person or domestic animal without provocation, Wauchula Police Department shall immediately impound the dangerous dog, placing it in quarantine if necessary, and the dog shall be euthanized in a humane and expeditious manner ten business days after written notice is provided to the Owner. During the ten-business day period, the Owner may notify the Wauchula Police Department in writing of a request for a hearing in accordance with section 4-3(b)(3) above. The Owner shall be responsible for paying all boarding costs and other fees as may be incurred to humanely and safely keep the dog during any appeal process.

(d) Death of a human by dog, impoundment, destruction.

If a dog attacks and causes the death of a human, regardless of whether that dog previously has been classified as a dangerous dog, Wauchula Police Department shall immediately impound the dangerous dog, placing it in quarantine if necessary, and after written notice to the Owner, the dog shall be euthanized in a humane and expeditious manner after ten business days. During the ten-business day period, the Owner may notify the Wauchula Police Department in writing of a request for a hearing in accordance with section 4-3(b)(3) above. The Owner shall be responsible for paying all boarding costs

and other fees as may be incurred to humanely and safely keep the dog during any appeal process.

(e) Additional charges

Nothing in this Ordinance shall preclude criminal charges under Florida law.

(f) Offspring of impounded dogs

If a dog who is impounded under this Ordinance gives birth to offspring during the impoundment, the Wauchula Police Department shall provide the Owner written notice that the offspring have been born. The Owner shall be entitled to claim the puppies when, in the judgment of the animal control authority, the puppies are appropriately weaned. The Owner may claim the offspring within 14 days of receipt of the notice that the offspring are weaned and ready to be claimed, in advance, by cash or certified check payable to the City of Wauchula, the estimated cost to board the puppies and the mother, including payment of any associated medical costs or fees. If the puppies are not claimed during the 14-day period, then they shall be considered abandoned and ownership shall revert to the Wauchula Police Department.

(g) Violations of this Ordinance

A person who violates any provision of this Ordinance commits a noncriminal infraction, punishable by a fine of \$500.

SECTION 4. SEVERABILITY. If any provision of this ordinance is for any reason held to be invalid or unconstitutional by any court of competent jurisdiction, such provision and such holding shall not affect the validity of any other provision, and to that end, the provisions of this ordinance are hereby declared severable.

SECTION 5. REPEAL OF CONFLICTING ORDINANCES All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 6. INCLUSION IN THE CODE. It is the intent of the City Commission that the provisions of this Ordinance shall become and be made a part of the City's Code of Ordinances, including the Unified Land Development Code.

SECTION 7. EFFECTIVE DATE. This Ordinance shall become effective immediately upon its enactment.

On Motion of Commissioner _____, seconded by Commissioner _____, the above resolution was introduced and approved by the City Commission of the City of Wauchula, Florida, on the _____ day of _____, 2025.

(SEAL)

ATTEST:

CITY OF WAUCHULA, FLORIDA

Stephanie Camacho, City Clerk

By: _____
Richard Keith Nadaskay, Jr., Mayor

APPROVED AS TO FORM:

Kristie Hatcher-Bolin, City Attorney

/40126/1#52536313 v1

ORDINANCE 2025-02

AN ORDINANCE OF THE CITY OF WAUCHULA, FLORIDA, RELATING TO SOLID WASTE COLLECTION AND DISPOSAL; AMENDING THE CITY OF WAUCHULA CODE OF ORDINANCES (THE "CITY CODE"); AMENDING CHAPTER 22 IN THE WAUCHULA CODE; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; PROVIDING FOR THE CORRECTION OF SCRIVENER'S ERRORS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, pursuant to the authority of Chapter 166, Florida Statutes, and for the health and welfare of its citizens, the City of Wauchula, Florida (the "City") provides solid waste collection and disposal services to all the residents and businesses of the City: and

WHEREAS, the City has recently completed a comprehensive solid waste collection and disposal rate study dated October 5, 2024; and

WHEREAS, the rate study recommends that the City adopt revisions to all solid waste rates in order to support a fleet replacement schedule necessary for the City to sustain the level of solid waste collection and disposal service it provides to residents and businesses; and

WHEREAS, with the support of the rate study, City staff has calculated a rate schedule over the next 5 years to ensure equitable pricing among all solid waste customer classes; and

WHEREAS, the City has scheduled and conducted the necessary public hearing and followed the other procedures set forth in section 166.041(3), Fla. Stat., in order to consider public comment, the rate study, and other competent, substantial evidence; and

WHEREAS, in the exercise of its authority the Commission has determined that it is in the best interests of the City to adopt the recommendations from the solid waste collection and disposal rate study, including changes to both the level of rates and the rate structure; and

NOW, THEREFORE, BE IT ORDAINED BY THE CITY OF WAUCHULA, FLORIDA THAT:

SECTION 1. PURPOSE. The provisions set forth in the recitals to this Ordinance (whereas clauses) are true and correct and are hereby adopted by the Commission as the legislative findings and intent pertaining to this Ordinance.

SECTION 2. AMENDMENT TO SEC. 22-87, CITY CODE. Section 22-87 of the Code of Ordinances, City of Wauchula, Florida, is hereby amended to read as follows

Sec. 22-87. Solid waste rates.

- (1) ~~Beginning October 1, 2019, the residential solid waste collection fee shall be \$25.39 per month, and the residential solid waste disposal fee shall be \$9.19 per month. These collection and disposal fees shall apply to all those residential units where the City provides curbside pickup service. Customary home occupation customers shall pay residential solid waste rates. Beginning October 1, 2019, for a second City-issued cart, the residential solid waste collection fee shall be \$15.30 and the disposal fee shall be \$5.54 per month. The monthly fees for residential City solid waste services shall be as follows:~~

<u>Residential:</u>	<u>04/01/2025</u>	<u>10/01/2025</u>	<u>10/01/2026</u>	<u>10/01/2027</u>	<u>10/01/2028</u>
<u>Collection</u>	<u>\$20.07</u>	<u>\$18.77</u>	<u>\$17.47</u>	<u>\$16.16</u>	<u>\$14.86</u>
<u>Disposal</u>	<u>\$27.62</u>	<u>\$25.82</u>	<u>\$24.02</u>	<u>\$22.23</u>	<u>\$20.43</u>
<u>Additional Cart Collection</u>	<u>\$10.04</u>	<u>\$9.38</u>	<u>\$8.73</u>	<u>\$8.08</u>	<u>\$7.43</u>
<u>Additional Cart Disposal</u>	<u>\$13.81</u>	<u>\$12.91</u>	<u>\$12.01</u>	<u>\$11.11</u>	<u>\$10.21</u>

These collection and disposal fees shall apply to all those residential units where the City provides curbside pickup service. Customary home occupation customers shall pay residential solid waste rates.

- (2) ~~Beginning October 1, 2013, the commercial solid waste collection fee shall be \$25.39 per month. The monthly fees for commercial City solid waste services shall be as follows:~~

<u>Commercial:</u>	<u>04/01/2025</u>	<u>10/01/2025</u>	<u>10/01/2026</u>	<u>10/01/2027</u>	<u>10/01/2028</u>
<u>Collection</u>	<u>\$20.07</u>	<u>\$18.77</u>	<u>\$17.47</u>	<u>\$16.16</u>	<u>\$14.86</u>
<u>Disposal</u>	<u>\$33.95</u>	<u>\$33.29</u>	<u>\$32.64</u>	<u>\$31.98</u>	<u>\$31.33</u>
<u>Additional Cart Collection</u>	<u>\$10.04</u>	<u>\$9.38</u>	<u>\$8.73</u>	<u>\$8.08</u>	<u>\$7.43</u>
<u>Additional Cart Disposal</u>	<u>\$16.97</u>	<u>\$16.65</u>	<u>\$16.32</u>	<u>\$15.99</u>	<u>\$15.66</u>

- (3) ~~Beginning October 1, 2013, the commercial solid waste disposal fee shall be as follows:~~

~~_____ C-1 (0—3,000 sq. ft.) _____ \$12.16~~
~~_____ C-2 (3,000—10,000 sq. ft.) \$42.55~~
~~_____ C-3 (10,001—20,000 sq. ft.) _____ \$91.17~~
~~_____ C-4 (20,001 sq. ft. and up) \$182.34~~

- (3) (4) ~~Beginning October 1, 2013, t~~The monthly collection fee for dumpster-type containers shall be as follows:

<u>All Size Containers:</u>	<u>04/01/2025</u>	<u>10/01/2025</u>	<u>10/01/2026</u>	<u>10/01/2027</u>	<u>10/01/2028</u>
Any size container cCollected 1 time each week	\$ 34.87 <u>\$43.21</u>	<u>\$48.20</u>	<u>\$53.18</u>	<u>\$58.17</u>	<u>\$63.15</u>
Any size container cCollected 2 times each week	\$ 69.74 <u>\$86.42</u>	<u>\$96.39</u>	<u>\$106.36</u>	<u>\$116.34</u>	<u>\$126.31</u>
Any size container cCollected 3 times each week	\$ 104.61 <u>\$129.63</u>	<u>\$144.59</u>	<u>\$159.55</u>	<u>\$174.50</u>	<u>\$189.46</u>
Any size container cCollected 4 times each week	\$ 139.48 <u>\$172.84</u>	<u>\$192.78</u>	<u>\$212.73</u>	<u>\$232.67</u>	<u>\$252.62</u>
Any size container cCollected 5 times each week	\$ 174.35 <u>\$216.05</u>	<u>\$240.97</u>	<u>\$265.90</u>	<u>\$290.82</u>	<u>\$315.75</u>
Any size container cCollected 6 times each week	\$ 209.22 <u>\$259.26</u>	<u>\$289.17</u>	<u>\$319.08</u>	<u>\$348.99</u>	<u>\$378.90</u>

(4) ~~Beginning October 1, 2013, t~~The monthly solid waste disposal fee for dumpster-type containers shall be as follows:

	<u>04/01/2025</u>	<u>10/01/2025</u>	<u>10/01/2026</u>	<u>10/01/2027</u>	<u>10/01/2028</u>
2 yard container collected 1 time each week	\$ 8.51 <u>\$28.81</u>	<u>\$32.13</u>	<u>\$35.45</u>	<u>\$38.77</u>	<u>\$42.09</u>
2 yard container collected 2 times each week	\$17.03 <u>\$57.59</u>	<u>\$64.23</u>	<u>\$70.88</u>	<u>\$77.52</u>	<u>\$84.16</u>
2 yard container collected 3 times each week	\$25.54 <u>\$86.35</u>	<u>\$96.32</u>	<u>\$106.29</u>	<u>\$116.26</u>	<u>\$126.23</u>
2 yard container collected 4 times each week	\$ 34.05 <u>\$115.13</u>	<u>\$128.42</u>	<u>\$141.72</u>	<u>\$155.01</u>	<u>\$168.31</u>
2 yard container collected 5 times each week	\$ 42.57 <u>\$143.93</u>	<u>\$160.55</u>	<u>\$177.17</u>	<u>\$193.79</u>	<u>\$210.41</u>
2 yard container collected 6 times each week	\$ 51.08 <u>\$172.72</u>	<u>\$192.66</u>	<u>\$212.61</u>	<u>\$232.55</u>	<u>\$252.49</u>
4 yard container collected 1 time each week	\$ 17.03 <u>\$46.66</u>	<u>\$55.32</u>	<u>\$63.97</u>	<u>\$72.63</u>	<u>\$81.28</u>
4 yard container collected 2 times each week	\$ 34.05 <u>\$93.23</u>	<u>\$110.56</u>	<u>\$127.89</u>	<u>\$145.22</u>	<u>\$162.55</u>
4 yard container collected 3 times each week	\$ 51.08 <u>\$139.88</u>	<u>\$165.87</u>	<u>\$191.86</u>	<u>\$217.84</u>	<u>\$243.83</u>
4 yard container collected 4 times each week	\$ 68.11 <u>\$186.48</u>	<u>\$221.13</u>	<u>\$255.79</u>	<u>\$290.44</u>	<u>\$325.10</u>
4 yard container collected 5 times each week	\$ 85.13 <u>\$233.09</u>	<u>\$276.42</u>	<u>\$319.74</u>	<u>\$363.07</u>	<u>\$406.39</u>

4 yard container collected 6 times each week	\$ 102.16 <u>\$279.73</u>	<u>\$331.72</u>	<u>\$383.70</u>	<u>\$435.69</u>	<u>\$487.68</u>
6 yard container collected 1 time each week	\$ 25.54 <u>\$64.48</u>	<u>\$78.48</u>	<u>\$92.48</u>	<u>\$106.48</u>	<u>\$120.48</u>
6 yard container collected 2 times each week	\$ 51.08 <u>\$128.93</u>	<u>\$156.93</u>	<u>\$184.94</u>	<u>\$212.94</u>	<u>\$240.95</u>
6 yard container collected 3 times each week	\$ 76.62 <u>\$193.37</u>	<u>\$235.38</u>	<u>\$277.39</u>	<u>\$319.40</u>	<u>\$361.41</u>
6 yard container collected 4 times each week	\$ 102.16 <u>\$257.83</u>	<u>\$313.84</u>	<u>\$369.86</u>	<u>\$425.87</u>	<u>\$481.89</u>
6 yard container collected 5 times each week	\$ 127.70 <u>\$322.29</u>	<u>\$392.31</u>	<u>\$462.34</u>	<u>\$532.36</u>	<u>\$602.38</u>
6 yard container collected 6 times each week	\$ 153.24 <u>\$386.77</u>	<u>\$470.79</u>	<u>\$554.81</u>	<u>\$638.84</u>	<u>\$722.86</u>
8 yard container collected 1 time each week	\$ 34.05 <u>\$82.31</u>	<u>\$101.65</u>	<u>\$120.99</u>	<u>\$140.33</u>	<u>\$159.67</u>
8 yard container collected 2 times each week	\$ 68.11 <u>\$164.58</u>	<u>\$203.27</u>	<u>\$241.96</u>	<u>\$280.65</u>	<u>\$319.33</u>
8 yard container collected 3 times each week	\$ 102.16 <u>\$246.88</u>	<u>\$304.91</u>	<u>\$362.94</u>	<u>\$420.97</u>	<u>\$479.00</u>
8 yard container collected 4 times each week	\$ 136.21 <u>\$329.19</u>	<u>\$406.56</u>	<u>\$483.93</u>	<u>\$561.30</u>	<u>\$638.67</u>
8 yard container collected 5 times each week	\$ 170.27 <u>\$411.48</u>	<u>\$508.20</u>	<u>\$604.93</u>	<u>\$701.65</u>	<u>\$798.37</u>
8 yard container collected 6 times each week	\$ 204.32 <u>\$493.77</u>	<u>\$609.84</u>	<u>\$725.90</u>	<u>\$841.97</u>	<u>\$958.04</u>

(5)Beginning ~~October 1, 2013~~, the monthly solid waste disposal fee for dumpster type containers shall be as follows:

~~2 yard container collected 1 time each week — \$ 8.51~~
~~2 yard container collected 2 times each week — \$ 17.03~~
~~2 yard container collected 3 times each week — \$ 25.54~~
~~2 yard container collected 4 times each week — \$ 34.05~~
~~2 yard container collected 5 times each week — \$ 42.57~~
~~2 yard container collected 6 times each week — \$ 51.08~~
~~4 yard container collected 1 time each week — \$ 17.03~~
~~4 yard container collected 2 times each week — \$ 34.05~~
~~4 yard container collected 3 times each week — \$ 51.08~~
~~4 yard container collected 4 times each week — \$ 68.11~~
~~4 yard container collected 5 times each week — \$ 85.13~~
~~4 yard container collected 6 times each week — \$ 102.16~~
~~6 yard container collected 1 time each week — \$ 25.54~~

~~6 yard container collected 2 times each week \$ 51.08~~
~~6 yard container collected 3 times each week \$ 76.62~~
~~6 yard container collected 4 times each week \$ 102.16~~
~~6 yard container collected 5 times each week \$ 127.70~~
~~6 yard container collected 6 times each week \$ 153.24~~
~~8 yard container collected 1 time each week \$ 34.05~~
~~8 yard container collected 2 times each week \$ 68.11~~
~~8 yard container collected 3 times each week \$ 102.16~~
~~8 yard container collected 4 times each week \$ 136.21~~
~~8 yard container collected 5 times each week \$ 170.27~~
~~8 yard container collected 6 times each week \$ 204.32~~

~~(5)(6)~~ Any Every customer who shares a dumpster shall pay either the monthly fees a minimum charge per month for collection and disposal, per Sections 22-87 (1) (2) and (2) (3) respectively, or shall pay the customer's proportionate share of the total monthly charges for the dumpster based on the number of users of the shared dumpster, whichever sum is greater if more than this amount, each.

~~(6)(7)~~ The use of solid waste collection services, including dumpster or other garbage and trash collection receptacles, shall be limited to the person(s) paying the monthly fee for the garbage collection service for such dumpster or receptacle. Any person, resident or nonresident, who disposes of solid waste by placing it in a dumpster or other receptacle at a location within the municipal limits for which that person does not pay the appropriate periodic fee for the garbage collection services shall be guilty of a violation of this Code. The City can install dumpster locks, upon customer request, for \$150.00 per lock.

SECTION 3. AMENDMENT TO SEC. 22-88, CITY CODE. Section 22-88 of the Code of Ordinances, City of Wauchula, Florida, is hereby amended to read as follows

Sec 22-88. - Indexing of City solid waste rates.

Effective October 1 of each year, beginning October 1, 2014~~29~~, the solid waste disposal and collection charges identified herein shall be increased by the greater of 3.0 percent or the annual change in the US Consumer Price Index - Garbage and Trash Collection Series (Series ID CUUR0000SEHG02, or any such successor series) as measured during the month of May.

SECTION 4. SEVERABILITY. If any provision of this ordinance is for any reason held to be invalid or unconstitutional by any court of competent jurisdiction, such provision and such holding shall not affect the validity of any other provision, and to that end the provision of this ordinance are hereby declared severable.

SECTION 5. CONFLICT. All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 6. CODIFICATION. The provisions of this Ordinance shall be included and incorporated within the Code of Ordinances of the City of Wauchula.

SECTION 7. EFFECTIVE DATE. This Ordinance shall take effect April 1, 2025.

This ordinance was moved for approval by Commissioner _____ . The motion was seconded by Commissioner _____ , and upon being put to a vote, the vote was as follows:

Commissioner Richard Keith Nadaskay, Jr.	_____	insert yes or no
Commissioner Russell Graylin Smith	_____	insert yes or no
Commissioner Gary D. Smith	_____	insert yes or no
Commissioner Sherri Albritton	_____	insert yes or no
Commissioner Anne Miller	_____	insert yes or no

(SEAL)

ATTEST:

CITY OF WAUCHULA, FLORIDA

Stephanie Camacho, City Clerk

By: _____
Richard Keith Nadaskay, Jr., Mayor

APPROVED AS TO FORM:

Kristie Hatcher-Bolin, City Attorney

I HEREBY CERTIFY that notices of the public hearings on this ordinance were published in the Herald Advocate as required by Florida Statutes; that the foregoing ordinance was duly passed and adopted on the 10th day of March, 2025; that the first reading of said ordinance was held on the 10th day of February, 2025; that the public hearings were held on the 10th day of February, 2025; and on the 10th day of March, 2025; and that the second and final reading of said ordinances was held on the 10th day of March, 2025.

Stephanie Camacho, City Clerk

ORDINANCE 2025-03

AN ORDINANCE OF THE CITY OF WAUCHULA, FLORIDA; ANNEXING APPROXIMATELY 35.18 ACRES LOCATED ALONG US HIGHWAY 17 NB (PARCEL NUMBERS 3-33-25-0000-09780-0000 AND 33-33-25-0000-08410-0000) AS FURTHER IDENTIFIED IN EXHIBIT “A” HEREOF, INTO THE INCORPORATED LIMITS OF THE CITY OF WAUCHULA, FLORIDA; PROVIDING FOR PUBLICATION OF NOTICE OF THE PROPOSED ANNEXATION, THE MAILING OF CERTIFIED NOTICE TO THE COUNTY, AND FILING OF A CERTIFIED COPY OF THIS ORDINANCE WITH THE CLERK OF CIRCUIT COURT IN AND FOR HARDEE COUNTY, THE CHIEF ADMINISTRATIVE OFFICER OF HARDEE COUNTY, AND WITH THE DEPARTMENT OF STATE; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING AN EFFECTIVE DATE.

WHEREAS, Chapter 171 Florida Statutes, authorizes and empowers incorporated municipalities of the State of Florida to annex into the incorporated limits of said municipalities unincorporated areas of the county in which said municipalities are located, provided certain criteria are followed; and

WHEREAS, The Hardee County Board of County Commissioners (BOCC), owner of the hereinafter described land located within the unincorporated area of Hardee County, Florida (the “County”) has requested, consented to, and petitioned the City of Wauchula (“City”) to annex said land into the incorporated limits of the City, pursuant to the criteria of Section 171.044, Florida Statutes; and

WHEREAS, the City Commission hereby finds and determines that said land is contiguous, reasonably compact, and urban in character as defined in Section 171.031, Florida Statutes; and

WHEREAS, pursuant to, and in compliance with the law, notice has been given

by publication once a week for two consecutive weeks in a newspaper of general circulation notifying the public of this proposed ordinance and of public hearings to be held at City Hall in the City of Wauchula; and

WHEREAS, in the exercise of its authority, the City Commission of the City has determined it is in the best interest of the public health, safety and general welfare of the City and its residents to annex said land into the incorporated limits thereof.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF WAUCHULA, FLORIDA, THAT:

Section 1. Annexation of Property. The “BOCC property”, pursuant to Section 171.044, Florida Statutes shall be and is hereby annexed into the incorporated limits of the City of Wauchula, Florida, and the boundary lines of the municipality shall be redefined to include the property described in Exhibit “A” attached to and incorporated into this ordinance.

Section 2. Incorporation of Recitals. The recitals to this Ordinance are hereby incorporated herein by reference and are fully effective as part of this Ordinance.

Section 3. Notice of Proposed Annexation. Notice of the proposed annexation shall be published at least once each week for two consecutive weeks in a newspaper published in Hardee County, Florida, before final passage. A certified copy of this Ordinance shall, after adoption, be filed with the Clerk of the Circuit Court and the Chief Administrative Officer in and for Hardee County, Florida, and with the Department of State, of the State of Florida, within seven (7) days after the adoption of this Ordinance. Not fewer than 10 days prior to publishing or posting the ordinance notice required under state statute, the City Commission shall provide a copy of the notice, via certified mail, to the Board of the County Commissioners of Hardee County, Florida.

Section 4. Land Use and Zoning. The said property shall, upon annexation, remain subject to the County's land use plan and zoning or subdivision regulations until the City adopts a comprehensive plan amendment that includes the property annexed. The City is simultaneously processing plan amendment and rezoning requests from the owner.

Section 5. Severability. If any provision or portion of this Ordinance is declared by any court of competent jurisdiction to be void, unconstitutional, or unenforceable, then all remaining provisions and portions of this Ordinance shall remain in full effect.

Section 6. Repeal of Prior Inconsistent Ordinances and Resolutions. All other ordinances which conflict with this or any part of this Ordinance are hereby repealed.

Section 7. Effective Date. The ordinance shall take effective immediately upon adoption by the City Commission of the City of Wauchula, Florida.

INTRODUCED and PASSED on first reading in regular session of the City Commission of the City of Wauchula, Florida, this ____ day of March 10, 2025.

ATTEST:

CITY OF WAUCHULA, FLORIDA

Stephanie Camacho, City Clerk

Richard Keith Nadaskay, Jr., Mayor

PASSED on second and final reading by the City Commission of the City of Wauchula, Florida, at regular session this _____ day of _____, 2025. This ordinance was moved for approval by Commissioner _____. The motion was seconded by Commissioner _____, and upon being put to a vote, the vote was as follows:

Commissioner Anne Miller

_____ insert yes or no

Commissioner Sherri Albritton

_____ insert yes or no

Commissioner Richard Keith Nadaskay, Jr.

_____ insert yes or no

Commissioner Gary D. Smith

_____ insert yes or no

Commissioner Russell Graylin Smith

_____ insert yes or no

(SEAL)

ATTEST:

CITY OF WAUCHULA, FLORIDA

Stephanie Camacho, City Clerk

Richard Keith Nadaskay, Jr., Mayor

APPROVED AS TO FORM AND LEGALITY:

Kristie Hatcher-Bolin, City Attorney

EXHIBIT "A": LEGAL DESCRIPTION AND MAP

Legal 1:

The SW $\frac{1}{4}$ of the SE $\frac{1}{4}$ of the SE $\frac{1}{4}$, LESS Railroad right-of-way. AND the SE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of the SE $\frac{1}{4}$, LESS the North 245.00 feet of the East 190.00 feet thereof and subject to road right of way. All in Section 33 Township 33 South, Range 25 East, Hardee County, Florida.

Legal 2:

All that part of the Northeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ lying Easterly of U.S. Highway 17 right of way, and LESS Atlantic Coast Line Railroad right of way and LESS the South 247.67 feet thereof, lying in Section 33, Township 33 South, Range 25 East Hardee County, Florida.

Together with:

A portion of the North $\frac{1}{2}$ of the Southeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 33, Township 33 South, Range 25 East, Hardee County, Florida, and being more particularly described as follows: Begin at the Northwest corner of the Southeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of said Section 33; thence S $00^{\circ}26'27''$ E, a distance of 564.72 feet to a point on the Easterly right of way line of U.S Highway No. 17; thence S $12^{\circ}12'02''$ E along said Easterly right of way line, a distance of 65.31 feet; thence N $89^{\circ}51'58''$ E, a distance of 100.66 feet; thence North $12^{\circ}12'02''$ W, a distance of 318.75 feet; thence N $89^{\circ}51'58''$ E a distance of 351.21 feet; thence S $12^{\circ}12'02''$ E, a distance of 352.25 feet to a point on the South line of the North $\frac{1}{2}$ of the Southeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of said Section 33; thence N $89^{\circ}52'21''$ E along said South line, a distance of 851.31 feet to the Southeast corner of the North $\frac{1}{2}$ of the Southeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of said Section 33; thence N $00^{\circ}10'38''$ W along the East line of the Southeast $\frac{1}{4}$ of said Section 33, a distance of 661.79 feet to the Northeast corner of the North $\frac{1}{2}$ of the Southeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of said Section 33, thence S $89^{\circ}51'20''$ W along the North line of the Southeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of said Section 33, distance of 1327.75 feet to the Point of Beginning.
LESS AND EXCEPT road right-of-way on the East side for Heard Bridge Road.

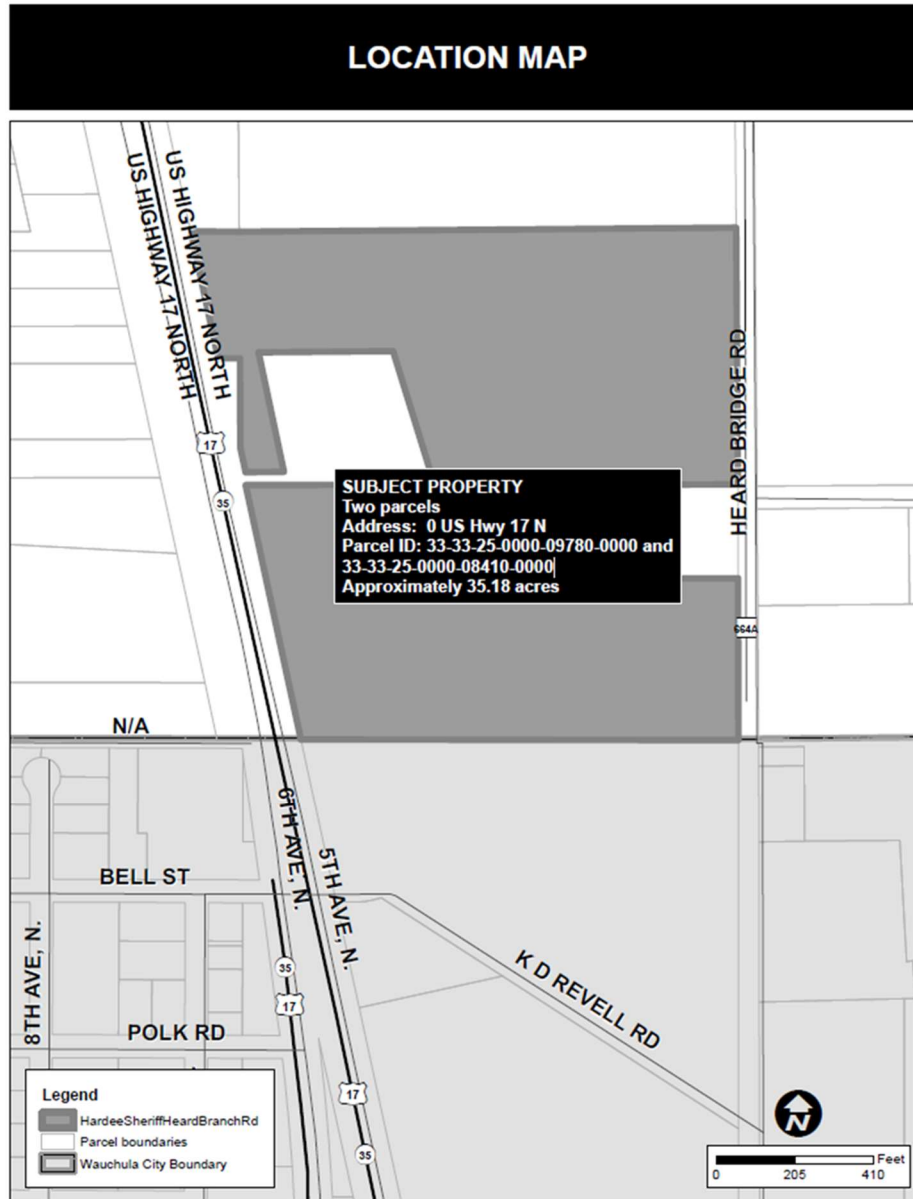
BEING MORE PARTICULARLY DESCRIBED AS:

A parcel of land being a portion of Section 33, Township 33 South, Range 25 East, Hardee County, Florida, being more particularly described as follows:

BEGIN at the Northwest corner of the Southeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of said Section 33; thence South $89^{\circ}51'51''$ West along the North line of the Southwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of said Section 33, 116.37 feet to the intersection with the Easterly right-of-way line of State Road 35 (U.S. 17), as depicted on the Florida Department of Transportation right-of-way Map Section Number 06010-2532; thence South $12^{\circ}13'13''$ East along said Easterly right-of-way line 324.83 feet to the intersection with the North line of the South 247.67 feet of the Northeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of said Section 33; thence North $89^{\circ}32'11''$ East, 51.54 feet to the East line of the Northeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Said Section 33, thence South $00^{\circ}25'51''$ East along said East line, 247.86 feet to the intersection with said Easterly right-of-way line of State Road 35 (U.S. 17); thence South $12^{\circ}10'44''$ East along said Easterly right-of-way-line, 65.31 feet to the intersection with the North line of "Parcel 121" as described in Official Records Book 642, pages 1234 through 1238, Public Records of Hardee County, Florida; thence North $89^{\circ}52'52''$ East along said North Line 100.66 feet to the Westerly line of said "Parcel 121", thence North $12^{\circ}11'38''$ West along said Westerly line 318.75 feet to the North line of said "Parcel 121"; thence North $89^{\circ}52'22''$ East along said North line, 351.21 feet to the Northeast corner of said "Parcel 121"; thence South $12^{\circ}11'38''$ East along the Easterly line of said "Parcel 121", 352.25 feet to the South line of the North $\frac{1}{2}$ of the Southeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of said Section 33; thence South $89^{\circ}52'22''$ West along said South line, 452.14 feet

to the intersection with said Easterly right-of-way line of State Road 35 (U.S.17); thence South 12°10'44" East along said Easterly right-of-way line, 675.89 feet to the South line of the Southeast ¼ of the Southeast ¼ of said Section 33; thence North 89°55'20" East along said South line, 1128.01 feet to the intersection with the West right-of-way line of Heard Bridge Road, having a 70 foot right-of-way based on the right-of-way notecard provided by Hardee County Public Works Division; thence North 00°10'43" West along said West right-of-way line 416.87 feet to the South line the north 245.00 feet of the Southeast ¼ of the Southeast ¼; thence South 89°59'05" West along said South line, 149.29 feet to the West line of the East 190.00 feet of the Southeast ¼ of the Southeast ¼ of said Section 33; thence North 00°19'06" West along said West line, 244.64 feet to the South line of the North ½ of the Southeast ¼ of the Southeast ¼ of said Section 33; thence North 89°53'15" East along said South line, 149.89 feet to the intersection with said West right-of-way line of Heard Bridge Road; thence North 00°10'43" West along said West right-of-way line 661.92 feet to the intersection with the North line of the Southeast ¼ of the Southeast ¼ of said Section 33; thence South 89°52'41" W along said North line, 1292.85 feet to the POINT OF BEGINNING.

Parcel No. 33-33-25-0000-08410-0000 and 33-33-25-0000-09780-0000



RESOLUTION 2025-02

A RESOLUTION AUTHORIZING THE MAYOR OF THE CITY OF WAUCHULA, FLORIDA, TO EXECUTE AN AGREEMENT WITH THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION FOR MAINTENANCE ON A PORTION OF NORTHBOUND AND SOUTHBOUND S.R. 35/US HIGHWAY 17 FROM WILL DUKE ROAD TO KD REVELL ROAD AND EASTBOUND AND WESTBOUND S.R. 636 FROM S.R. 35 TO COUNTY ROAD GRIFFIN STREET WITHIN THE CITY LIMITS OF WAUCHULA

WHEREAS, the State of Florida Department of Transportation, hereinafter referred to as the FDOT, proposes to compensate the agencies for maintenance and operation of lighting on the State Highway System, hereinafter referred to as the Project; and

WHEREAS, in order for the FDOT to proceed with the Project, it is necessary for the City of Wauchula hereinafter referred to as the Agency, to execute and deliver to the FDOT the agreement identified as State Highway Lighting, Maintenance, and Compensation Agreement, hereinafter referred to as the "Agreement,"

WHEREAS, the Florida Department of Transportation has prepared a MAINTENANCE AGREEMENT NO. BEI35, FM NO. 432650-1-78-05 outlining the maintenance services the City shall provide and the costs to be paid by the Department for said services.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF WAUCHULA, FLORIDA, THAT:

1. The City of Wauchula hereby approves and agrees to enter into the Maintenance Agreement with the State of Florida Department of Transportation, a copy of which is attached hereto and made a part hereof providing for those maintenance activities on portions of State Road 35 and State Road 636 within the City Limits.

2. The Mayor is hereby authorized to execute the Agreement on behalf of the City.

A certified copy of this Resolution will be forwarded to the FDOT along with the executed Agreement. This Resolution shall be effective immediately upon passage.

IN WITNESS WHEREOF, the City of Wauchula, Florida, has duly adopted this Resolution and caused it to be executed. The Resolution was introduced and passed by the Agency on the 10th day of February, 2025.

ATTEST:

APPROVED:

Stephanie Camacho, City Clerk

Richard Keith Nadaskay, Jr., Mayor

APPROVED AS TO FORM AND CORRECTNESS:

Kristie Hatcher-Bolin, City Attorney

**STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
MEMORANDUM OF AGREEMENT**

This is an Agreement by and between the **STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION**, an Agency of the State of Florida, (hereinafter, "**DEPARTMENT**") and **CITY OF WAUCHULA** (hereinafter, "**AGENCY**") for the **AGENCY** to provide maintenance services.

WITNESSETH

1. WHEREAS, the **AGENCY** has the authority to enter into said Agreement and to undertake the project hereinafter described, and the **DEPARTMENT** has been granted the authority to function adequately in all areas of appropriate jurisdiction and is authorized under Fla. Stat. §334.044 to enter into this Agreement; and
2. WHEREAS, the **AGENCY** by Resolution No. _____ dated the _____ day of _____, _____, a copy of which is attached hereto and made a part hereof, has authorized its officers to enter into this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, promises and representations contained herein, the parties agree as follows:

I. SERVICES AND PERFORMANCE

1. The **AGENCY** shall furnish certain services as described in ATTACHMENTS A and B, attached hereto and made a part hereof.
2. Locations, activities, quantities, cycles, and unit costs to be performed are listed in ATTACHMENT A.
3. Descriptions of how the activities are to be performed are included in ATTACHMENT B.
4. A Supplemental Agreement shall be executed by both parties for any additions or deletions to the work described in ATTACHMENTS A and/or ATTACHMENT B. No work may commence without an executed Supplemental Agreement involving any such changes or revisions required to be covered in a Supplemental Agreement. Performance of any such services prior to the execution of a Supplemental Agreement will result in nonpayment of those services.
5. The **DEPARTMENT** will be entitled at all times to be advised, at its request, as to the status of work being done by the **AGENCY** and of the details thereof. Coordination shall be maintained by the **AGENCY** with representatives of the **DEPARTMENT**.
6. All services shall be performed by the **AGENCY** to the satisfaction of the Director who shall decide all questions, difficulties and disputes of any nature whatsoever that may arise under or by reason of this Agreement. The Director's decision upon all claims, questions and disputes shall be final and binding upon all parties. Adjustments of compensation and contract time because of any major changes in the work that may become necessary or desirable shall be left to the absolute discretion of the Director.

7. The work specified in this Agreement is governed by ATTACHMENT A and ATTACHMENT B.
8. Reference herein to Director shall mean the **DEPARTMENT'S** District Secretary for District One, or authorized designee.
9. Upon execution of the Agreement, the NOTICE TO PROCEED signed by the District Secretary, or designee, will be sent to the **AGENCY**. The NOTICE TO PROCEED must be issued to the **AGENCY** within sixty (60) days after Agreement execution.

II. TERM

1. This Agreement shall take effect on the execution date listed on page 7. The term for providing service under this Agreement shall be a period of three (3) years ("INITIAL SERVICE TERM"). Calculation for the INITIAL SERVICE TERM shall begin on the fourteenth (14th) calendar day after issuance of the NOTICE TO PROCEED, or on the day the **AGENCY** begins work after receipt of the NOTICE TO PROCEED, whichever date is earlier.
2. Prior to expiration of the INITIAL SERVICE TERM, and subject to mutual agreement of the parties, this Agreement may be renewed ("RENEWAL TERM") for an additional three (3) years. Renewals shall be contingent upon satisfactory performance evaluations by the **DEPARTMENT**. The **DEPARTMENT'S** performance and obligation to pay under any such renewal is contingent upon an annual appropriation by the Legislature. Any renewal or extension shall be in writing and executed by both parties, and shall be subject to the same terms and conditions set forth in this Agreement.
3. The **AGENCY** shall provide services unless terminated in accordance with Section VI below of this Agreement.

III. COMPENSATION AND PAYMENT

1. The **DEPARTMENT** shall pay the **AGENCY** for services rendered in accordance with this Agreement annually, as follows:

Three (3) quarterly lump sum payments will be made in the amount of Six Thousand Six Hundred Eighty-Two Dollars and Forty-Four Cents (\$6,682.44).

One (1) quarterly lump sum payment will be made in the amount of Six Thousand Six Hundred Eighty-Two Dollars and Forty-Two Cents (\$6,682.42).

The total annual contract/expenditure amount is Twenty-Six Thousand Seven Hundred Twenty-Nine Dollars and Seventy-Four Cents (\$26,729.74) unless the contract is amended.

The total contract amount, unless amended, for all three (3) years is Eighty Thousand One Hundred Eighty-Nine Dollars and Twenty-Two Cents (\$80,189.22).

2. The lump sum payment above is based on the unit price for services that are listed in ATTACHMENT A.
3. The **DEPARTMENT** shall have the right to retain out of any payment due the **AGENCY** under this Agreement an amount sufficient to satisfy any amount due and owing to the **DEPARTMENT** by the **AGENCY** on any other Agreement between the **AGENCY** and the **DEPARTMENT**.
4. Payment shall be made only after receipt and approval of goods and services unless advance payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 216, Florida Statutes. Deliverable(s) must be received and accepted in writing by the Contract Manager on the **DEPARTMENT**'s invoice transmittal forms prior to payment. If the **DEPARTMENT** determines that the performance of the **AGENCY** is unsatisfactory, the **DEPARTMENT** shall notify the **AGENCY** for the deficiency to be corrected, which the correction shall be made within a time frame to be specified by the **DEPARTMENT**. The **AGENCY** shall, within five days after notice from the **DEPARTMENT**, provide the **DEPARTMENT** with a corrective action plan describing how the **AGENCY** will address all issues of contract non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or non-compliance with the Agreement. If the corrective action plan is unacceptable to the **DEPARTMENT**, the **AGENCY** shall be assessed a non-performance retainage equivalent to 10% of the total invoice amount. The retainage shall be applied to the invoice for the then-current billing period. The retainage shall be withheld until the **AGENCY** resolves the deficiency. If the deficiency is subsequently resolved, the **AGENCY** may bill the **DEPARTMENT** for the retained amount during the next billing period. If the **AGENCY** is unable to resolve the deficiency, the funds retained may be forfeited at the end of the Agreement term.
5. If this Agreement involves units of deliverables, then such units must be received and accepted in writing by the **DEPARTMENT**'S Project Manager prior to payments.
6. Bills for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof.
7. **AGENCY** providing goods and services to the **DEPARTMENT** should be aware of the following time frames. Upon receipt, the **DEPARTMENT** has five (5) working days to inspect and approve the goods and services, unless the Agreement specifies otherwise. The **DEPARTMENT** has twenty (20) days to deliver a request for payment (voucher) to the **DEPARTMENT** of Banking and Finance. The twenty (20) days are measured from the latter of the date the invoice is received or the goods or services are received, inspected and approved.
8. If a payment is not available within forty (40) days, a separate interest penalty in accordance with Fla. Stat. §215.422(3)(b), will be due and payable, in addition to the invoice amount, to the **AGENCY**. Interest penalties of less than one (1) dollar will not be enforced unless the **AGENCY** requests payment. Invoices which have to be returned to an **AGENCY** because of **AGENCY** preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the **DEPARTMENT**.

9. A Vendor Ombudsman has been established within the **DEPARTMENT** of Banking and Finance. The duties of this individual include acting as an advocate for contractors/vendors who may be experiencing problems in obtaining timely payment(s) from a state **AGENCY**. The Vendor Ombudsman may be contacted at (850) 413-5516.
10. Records of costs incurred under terms of this Agreement shall be maintained and made available upon request to the **DEPARTMENT** at all times during the period of this Agreement and for three (3) years after final payment is made. Copies of these documents and records shall be furnished to the **DEPARTMENT** upon request. Records of costs incurred include the **AGENCY'S** general accounting records and the project records, together with supporting documents and records of the **AGENCY** and all subcontractors performing work on the project, and all other records of the **AGENCY** and subcontractors considered necessary by the **DEPARTMENT** for a proper audit of costs.
11. The **DEPARTMENT**, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The **DEPARTMENT** shall require a statement from the Comptroller of the **DEPARTMENT** that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding one year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years. Accordingly, the State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature.
12. 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 on a contract to provide any goods or services to a public entity, may not submit a bid 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 Fla. Stat. §287.017, for Category Two for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

IV. INDEMNITY AND INSURANCE

1. **LIABILITY INSURANCE.** The **AGENCY** shall carry and keep in force during the period of this Agreement a general liability insurance policy or policies with a company or companies authorized to do business in Florida, affording public liability insurance with combined bodily injury limits of at least \$250,000 per person and \$500,000 each occurrence, and property damage insurance of at least \$50,000 each occurrence, for the services to be rendered in accordance with this Agreement. In the alternative, the **AGENCY** may satisfy the requirements of this paragraph by providing to the **DEPARTMENT** written evidence of being self-insured.

2. **WORKER'S COMPENSATION.** The **AGENCY** shall also carry and keep in force Worker's Compensation insurance as required for the State of Florida under the Worker's Compensation Law. In the alternative, the **AGENCY** may satisfy the requirements of this paragraph by providing to the **DEPARTMENT** written evidence of being self-insured.
3. To the extent permitted by law, **AGENCY** shall indemnify, defend and hold harmless **DEPARTMENT** against any actions, claims, or damages arising out of, relating to, or resulting from negligent or wrongful act(s) of **AGENCY**, or any of its officers, agents or employees, acting within the scope of their office or employment, in connection with the obligations and rights granted to or exercised by **AGENCY** hereunder, to the extent and within the limitations of Section 768.28, Florida Statutes. The foregoing indemnification shall not constitute a waiver of sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28, nor shall the same be construed to constitute agreement by **AGENCY** to indemnify **DEPARTMENT** for the negligent acts or omissions of **DEPARTMENT**, its officers, agents or employees, or for the acts of third parties. Nothing herein shall be construed as consent by **AGENCY** to be sued by third parties in any manner arising out of this agreement. The **AGENCY** shall also require all contractors and subcontractors who conduct operations within the Project to indemnify and hold **DEPARTMENT** harmless against any actions, claims, or damages arising out of, relating to, or resulting from negligent or wrongful act(s) of said Contractor or Subcontractor or any of their officers, agents or employees, acting within the scope of their office or employment. The indemnities assumed by the **AGENCY** shall survive termination of this agreement.

V. COMPLIANCE WITH LAWS

1. The **AGENCY** shall allow public access to all documents, papers, letters, or other material subject to the provisions of Fla. Stat. §119, and made or received by the **AGENCY** in conjunction with this Agreement. Failure by the **AGENCY** to grant such public access shall be grounds for immediate unilateral cancellation of this Agreement by the **DEPARTMENT**.
2. The **AGENCY** shall comply with all federal, state and local laws and ordinances applicable to the work or payment for work thereof, and shall not discriminate on the grounds of race, color, religion, sex or national origin in the performance of work under this Agreement.
3. E-Verify. The Agency shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Agency during the term of the Agreement and shall expressly require any subcontractors performing work or providing services pursuant to the Agreement to likewise utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of all new employees hired by the subcontractor during the Agreement term.

VI. TERMINATION AND DEFAULT

1. This Agreement may be canceled by the **DEPARTMENT** in whole or in part at any time

the interest of the **DEPARTMENT** requires such termination. The **DEPARTMENT** also reserves the right to seek termination or cancellation of this Agreement in the event the **AGENCY** shall be placed in either voluntary or involuntary bankruptcy. The **DEPARTMENT** further reserves the right to terminate or cancel this Agreement in the event an assignment is made for the benefit of creditors. This Agreement may be canceled by the **AGENCY** upon sixty (60) days written notice to the **DEPARTMENT**.

2. If the **DEPARTMENT** determines that the performance of the **AGENCY** is not satisfactory, the **DEPARTMENT** shall have the option of (a) immediately terminating the Agreement, or (b) notifying the **AGENCY** of the deficiency with a requirement that the deficiency be corrected within a specified time, otherwise the Agreement will be terminated at the end of such time, or (c) take whatever action is deemed appropriate by the **DEPARTMENT**.
3. If the **DEPARTMENT** requires termination of the Agreement for reasons other than unsatisfactory performance of the **AGENCY**, the **DEPARTMENT** shall notify the **AGENCY** of such termination, with instructions to the effective date of termination or specify the stage of work at which the Agreement is to be terminated.

If the Agreement is terminated before performance is completed, the **AGENCY** shall be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed an amount which is the same percentage of the contract price as the amount of work satisfactorily completed is a percentage of the total work called for by this Agreement. All work in progress will become the property of the **DEPARTMENT** and will be turned over promptly by the **AGENCY**.

VII. MISCELLANEOUS

1. The **AGENCY** and the **DEPARTMENT** agree that the **AGENCY**, its employees, and subcontractors are not agents of the **DEPARTMENT** as a result of this Agreement for purposes other than those set out in Fla. Stat. §337.274.
2. All words used herein in the singular form shall extend to and include the plural. All words used in the plural form shall extend to and include the singular. All words used in any gender shall extend to and include all genders.
3. This Agreement embodies the whole agreement of the parties. There are no promises, terms, conditions, or obligations other than those contained herein, and this Agreement shall supersede all previous communications, representations, or agreements, either verbal or written, between the parties hereto.
4. It is understood and agreed by the parties hereto that if any part, term or provision of this Agreement is by the courts held to be illegal or in conflict with any law of the State of Florida, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term or provision held to be invalid.
5. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

VIII. ATTACHMENTS

1. All ATTACHMENTS referenced in this Agreement are incorporated and made a part of this Agreement.

ATTACHMENT A – Location and Cost Breakdown

ATTACHMENT B – Description of Maintenance Activities

IX. EXECUTION

In witness whereof, the **CITY OF WAUCHULA** has caused this Agreement to be executed in its behalf, by the _____ or its designee, as authorized by its Resolution, and the **FLORIDA DEPARTMENT OF TRANSPORTATION** has caused this agreement to be executed in its behalf through its District Secretary or authorized designee. The execution date of this Agreement shall be this _____ day of _____, _____.
FDOT to enter effective date.

WAUCHULA, FLORIDA

ATTEST:

_____ CLERK NAME	_____ SIGNATURE
_____ (SEAL)	_____ TITLE
_____ DATE	_____ PRINT NAME
_____ LEGAL REVIEW:	_____ DATE

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION



_____ DISTRICT MAINTENANCE ENGINEER	_____ DISTRICT ONE SECRETARY OR DESIGNEE
_____ Amarilys Alfonso-Perez, P.E. PRINT NAME	_____ John Kubler, P.E. PRINT NAME
_____ DATE	_____ DATE
_____ LEGAL REVIEW:	_____ AVAILABILITY OF FUNDS APPROVAL:
_____ DATE	_____ 1/17/2025

ATTACHMENT "A"
LOCATIONS AND PRICES FOR CITY OF WAUCHULA

Location: 1

Section: 06010101 **Mile Post:** 1.230 - 3.460
State Road: NB, SR 35 from Will Duke Road to KD Revell Road

Activity	Quantity	Units	Cycles	Unit Cost	Location Cost
Slope Mowing	2.1	Acres	6	\$80.00	\$1,008.00
Small Machine Mowing	7.24	Acres	11	\$55.00	\$4,380.20
Manual Weed Control	0.152	Acres	3	\$295.17	\$134.60
Litter Removal	9.495	Acres	14	\$9.75	\$1,296.07
Edging and Sweeping	11.8	Miles	6	\$83.00	\$5,876.40

Location: 2

Section: 060101102 **Mile Post:** 0.000 - 3.075
State Road:

SB, SR 35 from KD Revell Road to Will Duke Road

Activity	Quantity	Units	Cycles	Unit Cost	Location Cost
Slope Mowing	2.4	Acres	6	\$80.00	\$1,152.00
Small Machine Mowing	1	Acres	11	\$55.00	\$605.00
Litter Removal	3.4	Acres	14	\$9.75	\$464.10
Edging and Sweeping	15.16	Miles	6	\$83.00	\$7,549.68

Location: 3

Section: 06030000 **Mile Post:** 0.000 - 0.0654
State Road:

EB and NB, SR 636 from SR 35 to County Road Griffin Street

Activity	Quantity	Units	Cycles	Unit Cost	Location Cost
Slope Mowing	0.3	Acres	6	\$80.00	\$144.00
Small Machine Mowing	3.6	Acres	11	\$55.00	\$2,178.00
Litter Removal	3.9	Acres	14	\$9.75	\$532.35
Edging and Sweeping	2.83	Miles	6	\$83.00	\$1,409.34

SUMMARY			
Activity	Quantity	Units Cost	Cycles
Slope Mowing	4.8	\$80.00	6
Small Machine Mowing	11.84	\$55.00	11
Manual Weed Control	0.152	\$295.17	3
Litter Removal	16.795	\$9.75	14
Edging	29.79	\$83.00	6

Total Annual Cost	\$26,729.74
Three Quarterly Payments	\$6,682.44
One Quarterly Payment	\$6,682.42

Attachment "B"
SPECIFICATIONS

AWARD AND EXECUTION OF CONTRACT – PUBLIC RECORDS.

(REV 10-17-16) (FA 10-24-16) (FY 2024-25)

ARTICLE 3-9 is expanded by the following:

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

District 1

863-519-2623

D1prcustodian@dot.state.fl.us

Florida Department of Transportation

District 1 – Office of General Counsel

801 N. Broadway Avenue

Bartow, FL 33830

SECTION 102

MAINTENANCE OF TRAFFIC

102-1 Description.

Maintain traffic within the limits of the project for the duration of the construction period, including any temporary suspensions of the work. Construct and maintain detours. Provide facilities for access to residences, businesses, etc., along the project. Furnish, install and maintain traffic control and safety devices during construction. Furnish and install work zone pavement markings for maintenance of traffic (MOT) in construction areas. Provide any other special requirements for safe and expeditious movement of traffic specified in the Plans. MOT includes all facilities, devices and operations as required for safety and convenience of the public within the work zone.

Do not maintain traffic over those portions of the project where no work is to be accomplished or where construction operations will not affect existing roads. Do not obstruct or create a hazard to any traffic during the performance of the work, and repair any damage to existing pavement open to traffic.

102-2 Materials.

Meet the following requirements:

Bituminous Adhesive.....	Section 970J\$
Temporary Raised Pavement Markers.....	Section 990
Paint.....	Section 971
Removable Tape	Section 990
Glass Spheres	Section 971
Temporary Traffic Control Device Materials	Section 990
Retroreflective and Nonreflective Sheeting for Temporary Traffic Control Devices	Section 994

102-2.1 Temporary Traffic Control Devices: Use only the materials meeting the requirements of Section 990, Section 994, Standard Plans and the Manual on Uniform Traffic Control Devices (MUTCD).

102-2.2 Detour: Provide all materials for the construction and maintenance of all detours.

102-2.3 Commercial Materials for Driveway Maintenance: Provide materials of the type typically used for base, including reclaimed asphalt pavement (RAP) material, and having stability and drainage properties that will provide a firm surface under wet conditions.

102-3 Specific Requirements.

102-3.1 Beginning Date of Contractor's Responsibility: Maintain traffic starting the day work begins on the project or on the first day Contract Time is charged, whichever is earlier.

102-3.2 Worksite Traffic Supervisor: Provide a Worksite Traffic Supervisor who is responsible for initiating, installing, and maintaining all temporary traffic control devices as described in this Section and the Contract Documents. Provide all equipment and materials needed to set up, take down, maintain traffic control, and handle traffic-related situations. Use approved alternate Worksite Traffic Supervisors when necessary.

The Worksite Traffic Supervisor must meet the personnel qualifications specified in Section 105.

The Worksite Traffic Supervisor is to perform the following duties:

1. On site direction of all temporary traffic control on the project.
2. Is on site during all set up and take down, and performs a drive through inspection immediately after set up.
3. Is on site during all nighttime operations ensuring proper temporary traffic control.
4. Immediately corrects all safety deficiencies and corrects minor deficiencies that are not immediate safety hazards within 24 hours.
5. Is available on a 24 hour per day basis and present at the site within 45 minutes after notification of an emergency situation and is prepared to respond to maintain temporary traffic control or to provide alternate traffic arrangements.

6. Conducts daily daytime and weekly nighttime inspections of projects with predominately daytime work activities, and daily nighttime and weekly daytime inspections of projects with predominantly nighttime work activities of all traffic control devices, traffic flow, pedestrian, bicyclist, and business accommodations.

Advise the project personnel of the schedule of these inspections and give them the opportunity to join in the inspection as deemed necessary. Pedestrians are to be accommodated with a safe, accessible travel path around work sites separated from mainline traffic in compliance with the Americans with Disabilities Act (ADA) Standards for Transportation Facilities. Maintain existing or detour bicycle facilities satisfactorily throughout the project limits. Existing businesses in work areas are to be provided with adequate entrances for vehicular and pedestrian traffic during business hours.

The Department may disqualify and remove from the project a Worksite Traffic Supervisor who fails to comply with the provisions of this Section. The Department may temporarily suspend all activities, except traffic, erosion control and such other activities that are necessary for project maintenance and safety, for failure to comply with these provisions.

102-3.3 Lane Closures: Approval for all lane closures, mobile operations, and traffic pacing operations is required. Submit routine requests to the Engineer fourteen calendar days in advance of planned lane closures, mobile operations, and traffic pacing operations. For unforeseen events that require cancelling or rescheduling lane closures, mobile operations, and traffic pacing operations, revise the lane closure request as soon as possible.

102-4 Alternative Traffic Control Plan.

The Contractor may propose an alternative traffic control plan (TCP) to the plan presented in the Contract Documents. The Contractor's Engineer of Record must sign and seal the alternative plan and submit to the Engineer. Prepare the TCP in conformance with and in the form outlined in the current version of the FDOT Design Manual. Indicate in the plan a TCP for each phase of activities. Take responsibility for identifying and assessing any potential impacts to a utility that may be caused by the alternate TCP proposed by the Contractor, and notify the Department in writing of any such potential impacts to utilities.

For projects with nighttime lane closure restrictions where paving is expected to extend into the winter months, the Contractor may propose an alternative TCP allowing for daytime lane closures for friction course paving. The alternative TCP must be a lane closure analysis based on actual traffic counts and prepared in accordance with the FDOT Design Manual.

Engineer's approval of the alternate TCP does not relieve the Contractor of sole responsibility for all utility impacts, costs, delays or damages, whether direct or indirect, resulting from Contractor initiated changes in the design or construction activities from those in the original Contract Specifications, Design Plans (including TCPs) or other Contract Documents and which effect a change in utility work different from that shown in the Utility Plans, joint project agreements or utility relocation schedules.

The Department reserves the right to reject any alternative TCP. Obtain the Engineer's written approval before beginning work using an alternate TCP. The Engineer's written approval is required for all modifications to the TCP. The Engineer will only allow changes to the TCP in an emergency without the proper documentation.

102-5 Traffic Control.

102-5.1 Standards: FDOT Standard Plans are the minimum standards for the use in the development of all TCPs. The MUTCD, Part VI is the minimum national standard for traffic control for highway construction, maintenance, and utility operations. Follow the basic principles and minimum standards contained in these documents for the design, application, installation, maintenance, and removal of all traffic control devices, warning devices and barriers which are necessary to protect the public and workers from hazards within the project limits.

102-5.2 Maintenance of Roadway Surfaces: Maintain all lanes that are being used for the MOT, including those on detours and temporary facilities, under all weather conditions. Keep the lanes reasonably free of dust, potholes and rutting. Provide the lanes with the drainage facilities necessary to maintain a smooth riding surface under all weather conditions.

102-5.3 Number of Traffic Lanes: Maintain one lane of traffic in each direction. Maintain two lanes of traffic in each direction at existing four (or more) lane cross roads, where necessary to avoid undue traffic congestion. Construct each lane used for MOT at least as wide as the traffic lanes existing in the area before commencement of construction. Do not allow traffic control and warning devices to encroach on lanes used for MOT.

The Engineer may allow the Contractor to restrict traffic to one-way operation for short periods of time provided that the Contractor employs adequate means of traffic control and does not unreasonably delay traffic. When a construction activity requires restricting traffic to one-way operations, locate the flaggers within view of each other when possible. When visual contact between flaggers is not possible, equip them with 2-way radios, official, or pilot vehicles, or use traffic signals.

102-5.4 Crossings and Intersections: Provide and maintain adequate accommodations for intersecting and crossing traffic. Do not block or unduly restrict any median opening, road or street crossing the project unless approved by the Engineer. Before beginning any construction, submit to the Engineer the names and phone numbers of persons that can be contacted when signal operation malfunctions.

102-5.5 Access for Residences and Businesses: Provide continuous access to all residences and all places of business.

102-5.6 Protection of the Work from Injury by Traffic: Where traffic would be injurious to a base, surface course, or structure constructed as a part of the work, maintain all traffic outside the limits of such areas until the potential for injury no longer exists.

102-5.7 Flagger: Provide flaggers to control traffic when traffic in both directions must use a single lane and in other situations as required. All flaggers must meet the personnel qualifications specified in Section 105.

102-5.8 Conflicting Pavement Markings: Where the lane use or where normal vehicle or pedestrian paths are altered during construction, remove all pavement markings (paint, tape, thermoplastic, raised pavement markers, etc.) that will conflict with the adjusted vehicle or pedestrian paths. Use of paint to cover conflicting pavement markings is prohibited. Remove conflicting pavement markings using a method that will not damage the surface texture of the pavement and which will eliminate the previous marking pattern regardless of weather and light conditions.

Remove all pavement markings that will be in conflict with “next phase of operation” vehicle pedestrian paths as described above, before opening to vehicle traffic or use

by pedestrians.

Cost for removing conflicting pavement markings (paint, tape, thermoplastic, raised pavement markers, etc.) to be included in Maintenance of Traffic, lump sum.

102-5.9 Vehicle and Equipment Visibility: Equip all pickups and automobiles used on the project with a minimum of one Class 2 warning light that meets the Society of Automotive Engineers Recommended Practice SAE J595, dated November 1, 2008, or SAE J845, dated December 1, 2007, and incorporated herein by reference. Existing lights that meet SAE J845, dated March, 1992, or SAE J1318, dated April, 1986, may be used to their end of service life. The warning lights must be a high intensity amber or white rotating, flashing, oscillating or strobe light. Lights must be unobstructed by ancillary vehicle equipment such as ladders, racks or booms and be visible 360 degrees around the vehicle. If the light is obstructed, additional lights will be required. The lights must be operating when the vehicle is in a work area where a potential hazard exists, when operating at less than the average speed for the facility while performing work activities, making frequent stops or called for in the Plans or Standard Plans.

Equip all other vehicles and equipment with a minimum of 4 square feet of retroreflective sheeting or warning lights.

102-5.10 No Waiver of Liability: Conduct operations in such a manner that no undue hazard results due to the requirements of this Article. The procedures and policies described herein in no way acts as a waiver of any terms of the liability of the Contractor or his surety.

102-6 Detours.

102-6.1 General: Construct and maintain detour facilities wherever it becomes necessary to divert traffic, including pedestrians and bicyclists, from any existing facility, or wherever construction operations block the flow of traffic.

102-6.2 Construction: Plan, construct, and maintain detours for the safe passage of traffic in all conditions of weather. Provide the detour with all facilities necessary to meet this requirement.

Where pedestrian facilities are detoured, blocked or closed during the work, provide safe alternate accessible routes through or around the work zone meeting the requirements of the ADA Standards for Transportation Facilities. When temporary walkway surfaces and ramps are required to be constructed, ensure surfaces are stable, firm, slip resistant, and kept free of any obstructions and hazards such as holes, debris, mud, construction equipment and stored materials.

When the Plans call for the Department to furnish detour bridge components, construct the pile bents in accordance with the Plans, unless otherwise authorized by the Engineer.

Provide two Contractor representatives, who will be directly involved in the erection of Department-owned temporary bridging, to attend a mandatory one-day training session to be conducted at the Department's storage facility. No bridging will be released to the Contractor prior to the completion of this training.

Submit the following: company name, phone number, office address, project contact person, names of the representatives who will attend the training described above, project number, detour bridge type, bridge length, span length, location and usage time frames, to the Engineer at least 30 calendar days before the intended pick-up date, to obtain the storage facility

location and list of components for the project. Upon receipt, the Engineer will, within 10 calendar days submit an approved material list to the Contractor and the appropriate Department storage yard.

Submit the name of the representative with authority to pick up components, to the Engineer at least 10 calendar days before the proposed pick-up date. The Department is not obligated to load the bridge components without this notice. Take responsibility and sign for each item loaded at the time of issuance.

Provide timber dunnage, and transport the bridge components from the designated storage facility to the job site. Unload, erect, and maintain the bridge, then dismantle the bridge and load and return the components to the designated storage facility.

Notify the Engineer in writing at least 10 calendar days before returning the components. Include in this notice the name of the Contractor's representative authorized to sign for return of the bridge components. The yard supervisor is not obligated to unload the bridge components without this notice.

The Department will provide equipment and an operator at the Department's storage facility to assist in loading and unloading the bridge components. Furnish all other labor and equipment required for loading and unloading the components.

The Department's representative will record all bridge components issued or returned on the Detour Bridge Issue and Credit Ticket. The tickets must be signed by a Department and a Contractor representative, after loading or unloading each truck to document the quantity and type of bridging issued or returned.

Bind together all bridge components to be returned in accordance with the instructions given by the storage facility. The yard supervisor will repack components that are not packed in compliance with these instructions. Upon request, written packing instructions will be made available to the Contractor, before dismantling of the bridge for return to the Department's storage facility.

Assume responsibility for any shortage or damage to the bridge components. Monies due the Contractor will be reduced at the rate of \$35.00 per hour plus materials for repacking, repairs or replacement of bridge components.

The skid resistance of open steel grid decking on the detour bridge may decrease gradually after opening the bridge to traffic. The Department will furnish a pneumatic floor scabbler machine for roughening the roadway surface of the detour bridge decking. Provide an air compressor at the job site with 200 cubic feet per minute capacity, 90 psi air pressure for the power supply of the machine, and an operator. Transport the scabbler machine to and from the Department's structures shop. Repair any damage to the scabbler machine caused by operations at no expense to the Department. Perform scabbling when determined necessary by the Engineer. The Department will pay for the cost of scabbling as Unforeseeable Work in accordance with 4-4.

Return the bridge components to the designated storage facility beginning no later than 10 calendar days after the date the detour bridge is no longer needed, the date the new bridge is placed in service, or the date Contract Time expires, whichever is earliest. Return the detour bridging at an average of not less than 200 feet per week. Upon failure to return the bridge components to the Department within the time specified, compensate the Department for the bridge components not returned at the rate of \$5.00 per 10 feet, per day, per bridge, for single

lane; and \$10.00 per 10 feet, per day, per bridge, for dual lane until the bridge components are returned to the Department.

102-6.3 Construction Methods: Select and use construction methods and materials that provide a stable and safe detour facility. Construct the detour facility to have sufficient durability to remain in good condition, supplemented by maintenance, for the entire period that the detour is required.

102-6.4 Removal of Detours: Remove detours when they are no longer needed and before the Contract is completed. Take ownership of all materials from the detour and dispose of them, except for the materials on loan from the Department with the stipulation that they are returned.

102-6.5 Detours Over Existing Roads and Streets: When the Department specifies that traffic be detoured over roads or streets outside the project area, do not maintain such roads or streets. However, maintain all signs and other devices placed for the purpose of the detour.

102-6.6 Operation of Existing Movable Bridges: The Department will maintain and operate existing moveable bridges that are to be removed by the Contractor until such time as they are closed to traffic. During this period, make immediate repairs of any damage to such structures caused by use or operations related to the work at no expense to the Department, but do not provide routine repairs or maintenance. In the event that use or operations result in damage to a bridge requiring repairs, give such repairs top priority to any equipment, material, or labor available.

102-6.7 Special Detour: A special detour is defined as a diversion or lane shift for vehicular traffic that requires temporary pavement.

102-6.8 Pedestrian Special Detour: A pedestrian special detour is defined as a temporary pedestrian way that requires temporary pavement or other stable, firm, slip-resistant surface.

102-7 Traffic Control Officer.

Provide uniformed law enforcement officers, including marked law enforcement vehicles, to assist in controlling and directing traffic in the work zone when the following types of work is necessary on projects:

1. When directing traffic/overriding the signal in a signalized intersection.
2. When Standard Plans, Index 102-619 is used on freeway facilities (interstates, toll roads, and expressways) at nighttime for work within the travel lane.
3. When Standard Plans, Index 102-655 Traffic Pacing is called for in the Plans or approved by the Engineer.
4. When pulling conductor/cable above an open traffic lane on limited access facilities, when called for in the Plans or approved by the Engineer.
5. When Standard Plans, Index 102-625 Temporary Road Closure 5 Minutes or Less is used.
6. When performing lane closures during nighttime operations on roadways with posted speed limits 55 mph or greater.

At the Contractor's option, traffic control officers may be used for operations other than those listed above.

Cost for traffic control officers will be paid for as described in 102-11.2.

The Department will not consider any claim arising from the failure of a traffic control officer to be present or available on the project. A noncompensable time extension may be granted when a state or local emergency requires all area law enforcement officers to be on-duty and not available for hire.

102-8 Driveway Maintenance.

102-8.1 General: Ensure that each residence and business has safe, stable, and reasonable access.

102-8.2 Construction Methods: Place, level, manipulate, compact, and maintain the material, to the extent appropriate for the intended use.

As permanent driveway construction is accomplished at a particular location, the Contractor may salvage and reuse previously placed materials that are suitable for reuse on other driveways.

102-9 Temporary Traffic Control Devices.

102-9.1 General: Use only devices that are listed on the APL. Immediately remove or cover, using any method of covering approved by the Engineer, any existing or temporary devices that do not apply to current conditions.

The use of NCHRP Report 350 Recommended Procedures for the Safety Performance Evaluation of Highway Features devices purchased prior to January 1, 2020 is permitted on projects let prior to January 1, 2030. All devices manufactured or purchased on or after January 1, 2020 must be MASH compliant in accordance with Section 990.

The APL number is to be permanently marked on the device at a readily visible location. Sheeting used on devices and pavement markings are exempt from this requirement.

Notify the Engineer in writing of any scheduled operation that will affect traffic patterns or safety sufficiently in advance of commencing such operation to permit review of the plan for the proposed installation of temporary traffic control devices.

Assign an employee the responsibility of maintaining the position and condition of all temporary traffic control devices throughout the duration of the Contract. Keep the Engineer advised at all times of the identification and means of contacting this employee on a 24 hour basis.

Maintain temporary traffic control devices in the correct position, properly oriented, clearly visible and clean, at all times. All applicable temporary traffic control devices must meet the classification category of Acceptable as defined in the American Traffic Safety Services Association (ATSSA) Quality Guidelines for Temporary Traffic Control Devices and Features. Temporary concrete barriers must meet the classification category of Acceptable defined in the Department's Temporary Concrete Barrier Evaluation Guide, which may be viewed at the following URL:https://fdotwww.blob.core.windows.net/sitefinity/docs/default-source/programmanagement/implemented/urlinspecs/files/docs/default-source/content-docs/programmanagement/implemented/urlinspecs/files/temporaryconcretebarrierguide.pdf.pdf?sfvrsn=343b4c97_10.

Pedestrian longitudinal channelizing devices (LCDs) must meet the classification category of Acceptable as defined in the Pedestrian LCD Evaluation Guide, which may be viewed at the following URL: <https://fdotwww.blob.core.windows.net/sitefinity/docs/default->

source/programmanagement/implemented/urlinspecs/files/lcdevaluationguide.pdf?sfvrsn=166e0f16_2

2. Immediately repair, replace or clean damaged, defaced or dirty devices. Traffic control devices must not be cleaned while installed/used. Use of warning lights on any temporary traffic control device is prohibited, with the exception of the trailer mounted portable regulatory signs.

Employ an approved independent Channelizing Device Supplier (CDS) to provide and maintain the condition of the following non-fixed channelizing devices: drums, cones, vertical panels, barricades, tubular markers, and longitudinal channelizing devices. Cones may be provided and maintained by the Contractor.

The CDS shall not be affiliated with the Contractor and shall be approved by the Engineer in accordance with 102-9.1.1. The CDS shall submit a monthly certification on letterhead that the channelizing devices mentioned above installed/used within the work zone meet classification category of Acceptable as defined in the Pedestrian LCD Evaluation Guide and the ATSSA Quality Guidelines for Temporary Traffic Control Devices and Features. The CDS shall submit the monthly certification on letterhead for channelizing devices installed/used within the work zone. The CDS certification shall include the following statement, "I certify that I have provided and maintained the following devices <list devices covered under the certification> in accordance with Pedestrian LCD Evaluation Guide and the ATSSA Quality Guidelines for Temporary Traffic Control Devices and Features." If the Contractor chooses to provide and maintain cones, the Contractor must submit a monthly Contractor certification on letterhead that all cones installed/used within the work zone meet acceptable standards as outlined in the ATSSA Quality Guidelines for Temporary Traffic Control Devices and Features. The Contractor certification shall include the following statement, "I certify that I have provided and maintained cones in accordance with the ATSSA Quality Guidelines for Temporary Traffic Control Devices and Features."

102-9.1.1 Approved Independent Channelizing Device Supplier (CDS)

Requirements: Submit the following documents to the Engineer for independent CDS approval at the preconstruction conference. A CDS may elect to provide a one-time submittal of this information to the State Construction Office for review and pre-approval. Department approved CDSs are listed on the State Construction Office website. Inform the Engineer at the preconstruction conference of this approval.

1. A letter on company letterhead signed and dated by the owner of the company or company officer with the following information and statements:

- a. The company's owners, stockholders, and officers.
- b. A statement declaring that the company will not perform as a CDS on any project where there is common ownership, directly or indirectly, between the company and the Contractor.
- c. A statement declaring that the company will furnish and maintain the condition of all channelizing devices with the exception of cones as required in 1029.1 with its own forces.
- d. A statement declaring at least five years of experience in providing channelizing device supplier services, with its own inventory of channelizing devices.
- e. On a separate sheet, list a sample project history of the company's experience as a channelizing device supplier for the five years declared in item 1(d) above including the following information:

- work performed,
1. Project name and number and a brief description of CDS
 3. Beginning and ending date of CDS project activities,
 4. Location of project (city, state),
 5. Monetary amount of CDS work on project,
 6. Owner of project, contact person and phone number
- with area code,
7. Name of Contractor (client) that the work was performed for and phone number with area code.

2. A maintenance plan for approval by the Department that outlines the frequency and methods for maintaining the condition of all channelizing devices, except cones owned and maintained by the Contractor, installed/used in the work zone.

102-9.2 Work Zone Signs: Furnish, install, maintain, remove and relocate signs in accordance with the Plans and Standard Plans, Index 102-600.

102-9.2.1 Post Mounted Signs: Meet the requirements of 990-8.

102-9.2.2 Portable Signs: Use only approved systems, which includes sign stands and attachment hardware (nuts, bolts, clamps, brackets, braces, etc.), meeting the vendor requirements specified on the APL drawings.

102-9.2.3 Barrier Mounted Signs: If post mounting criteria cannot be achieved in accordance with Standard Plans, Index 102-600 and a barrier or traffic railing exists, use temporary sign criteria provided in Standard Plans, Index 700-013.

102-9.3 Business Signs: Provide and place signs in accordance with the Plans and Standard Plans, Index 102 series. Furnish signs having retroreflective sheeting meeting the requirements of Section 990.

102-9.4 Project Information Signs: Provide and place signs in accordance with the Plans and Standard Plans, Index 102 series. Furnish signs having retroreflective sheeting meeting the requirements of Section 990.

102-9.5 Channelizing Devices: Furnish, install, maintain, remove and relocate channelizing devices in accordance with the Plans and Standard Plans.

102-9.5.1 Retroreflective Collars for Traffic Cones: Use collars for traffic cones listed on the APL that meet the requirements of Section 990. Use cone collars at night designed to properly fit the taper of the cone when installed. Place the upper 6 inch collar a uniform 3-1/2 inches distance from the top of the cone and the lower 4 inch collar a uniform 2 inches distance below the bottom of the upper 6 inch collar. Collars must be capable of being removed for temporary use or attached permanently to the cone in accordance with the manufacturer's recommendations. Provide a white sheeting having a smooth outer surface and that has the property of a retroreflector over its entire surface.

102-9.5.2 Longitudinal Channelizing Devices (LCDs): Use LCDs listed on the APL and meeting the requirements of Section 990 and the Standard Plans. LCDs must be interlocked except for the stand-alone unit placed perpendicular to a sidewalk. For LCDs

requiring internal ballasting, an indicator that clearly identifies the proper ballast level will be required. For LCDs requiring external ballasting, the ballasting methods must be detailed in the APL drawings including ballasting type and minimum weight.

Ensure that joints on the pedestrian LCDs are free of sharp edges and have a maximum offset of 1/2 inch in any plane.

Use alternating orange and white solid color vehicular LCDs. Vehicular LCDs may be substituted for drums, vertical panels, or barricades.

102-9.6 Temporary Barrier: Furnish, install, maintain, remove and relocate temporary barrier in accordance with the Plans and Standard Plans. Obtain and use precast temporary concrete barrier from a manufacturing plant that is on the Department's Production Facility Listing. Temporary concrete barrier must meet the material and construction requirements of Section 521 unless noted otherwise in the Standard Plans. Proprietary temporary concrete, steel, or water filled barrier used must be listed on the APL.

The maximum allowable height increase between consecutive temporary barrier units in the direction of traffic is 1 inch.

Temporary barrier must comply with Standard Plans, Index 102-100 or 102-120. Install temporary barriers as either anchored or freestanding as shown in the Plans or the Standard Plans. An anchored unit is defined as having at least one stake or bolt into the underlying pavement or bridge deck. All other units, including those with keeper pins, are considered freestanding.

Remove temporary asphalt pads and repair all attachment scars to permanent structures and pavements after barrier removal. Make necessary repairs due to defective material, work, or Contractor operations at no cost to the Department. Restore barrier damaged by the traveling public within 24 hours after notification as authorized by the Engineer.

Trailer mounted barriers listed on the APL may be used at the option of the Contractor. Trailer mounted barriers listed on the APL must have an FHWA eligibility letter and be successfully crash tested in accordance with MASH TL-3 criteria. All trailer mounted barriers must be equipped with an APL listed truck mounted attenuator, an APL listed vehicle mounted arrow board and vehicle warning lights in accordance with this Section.

102-9.6.2.1 Temporary Barrier Meeting the Requirements of Standard Plans, Index 102-120 and 102-110: Ensure the marking requirements of the respective Index are met.

102-9.6.2.2: Proprietary Precast Temporary Concrete Barrier Fabricated prior to 2005: Submit a certification stating that all unmarked barrier units meet the requirements of the Specifications and the Standard Plans. Certifications will be project specific and non-transferable.

102-9.6.2.3 Proprietary Precast Temporary Concrete Barrier Fabricated in 2005 or later: Ensure each barrier unit has permanent clear markings, showing the manufacture date, serial number, manufacturer's name or symbol, and the APL number. Label the markings on a plate, plaque, or cast in the unit. Proprietary barrier fabricated prior to 2016 and marked with the "INDX 521" in lieu of the APL number will be permitted.

102-9.6.2.4 Temporary Concrete Barrier Repair: Before beginning the repair, remove all laitance, loose material, and any other deleterious matter to sound concrete or

a minimum depth of one inch. Additionally, when reinforcing bars, inserts or weldments are exposed, remove the concrete to provide a minimum one inch clearance all around. Fill the repair area with an approved high performance concrete repair material in accordance with 930-5 and the manufacturer's recommendations. Restore surfaces and edges to the original dimensions and shape of the barrier.

Repairs are not allowed on barrier units that have one or more of the following deficiencies: structural cracking or cracks that exist through the entire cross-section; unit-to-unit connection assemblies or anchor slots are broken or no longer in a fixed position.

Do not paint repaired barriers.

102-9.7 Barrier Delineators: Install barrier delineators on top of temporary barrier and vehicular LCDs meeting the requirements of Section 705.

102-9.8 Temporary Glare Screen: Use temporary glare screens listed on the APL that meet the requirements of Section 990. Furnish, install, maintain, remove and relocate glare screen systems in conjunction with temporary barrier at locations identified in the Plans.

The anchorage of the glare screen to the barrier must be capable of safely resisting an equivalent tensile load of 600 pounds per foot of glare screen, with a requirement to use a minimum of three fasteners per barrier section.

When glare screen is utilized on temporary barrier, barrier delineators will not be required.

102-9.9 Temporary Crash Cushion (Redirective or Gating): Furnish, install, maintain and subsequently remove temporary crash cushions in accordance with the details and notes shown in the Plans, Standard Plans, and requirements of the pre-approved alternatives listed on the APL.

Temporary crash cushions can be either new or used functionally sound refurbished devices. Performance of intended function is the only condition for acceptance. All metallic components must be galvanized in accordance with Section 967.

Anchor abutting temporary barrier in accordance the Standard Plans or APL drawings, as required. Bidirectional installations must have a transition panel installed between the crash cushion and the abutting barrier. Delineate the crash cushion in accordance with Section 544. Maintain the crash cushions until their authorized removal. Do not place any materials or equipment within the length of the crash cushion.

Remove temporary asphalt or concrete pads and repair all attachment scars to permanent structures and pavements after crash cushion removal. Make necessary repairs due to defective material, work, or Contractor operations at no cost to the Department. Restore crash cushions damaged by the traveling public within 24 hours after notification as authorized by the Engineer.

102-9.10 Temporary Guardrail: Furnish temporary guardrail in accordance with the Plans and Standard Plans. Meet the requirements of Section 536.

102-9.11 Arrow Board: Furnish arrow boards that meet the requirements of Section 990 as required by the Plans and Standard Plans to advise approaching traffic of lane closures or shoulder work. Ensure that the arrow board display panel is raised to a fully upright position and is fully visible to motorists. Type B arrow boards may be used on low to intermediate speed (0 mph to 50 mph) facilities or for maintenance or moving operations on any speed facility. Type C arrow boards must be used for all other operations on high-speed (50 mph and greater) facilities

and may be substituted for Type B arrow boards on any speed facility.

102-9.12 Portable Changeable Message Sign (PCMS): Furnish PCMSs or truck mounted changeable message signs that meet the requirements of Section 990 as required by the Plans and Standard Plans to supplement other temporary traffic control devices used in work zones. Ensure that the PCMS display panel is raised to a fully upright position and is fully visible to motorists.

Messages must have no more than two phases. The display time for each phase must be at least two seconds but no more than three seconds. The sum of the display time must be a maximum of six seconds.

102-9.13 Portable Regulatory Signs (PRS): Furnish PRSs that meet the requirements of Section 990 as required by the Plans and Standard Plans. Ensure that the PRS sign panel is raised to a fully upright position and is fully visible to motorists.

Activate portable regulatory signs only during active work activities and deactivate when no work is being performed.

102-9.14 Radar Speed Display Unit (RSDU): Furnish RSDUs that meet the requirements of Section 990 as required by the Plans and Standard Plans to inform motorists of the posted speed and their actual speed. Ensure that the RSDU display panel is mounted in accordance with the manufacturer's recommendations.

Activate the radar speed display unit only during active work activities and deactivate when no work is being performed.

102-9.15 Temporary Signalization and Maintenance: Provide temporary signalization and maintenance at existing, temporary, and new intersections including but not limited to the following:

1. Installation of temporary poles and span wire assemblies as shown in the Plans,

2. Temporary portable traffic signals as shown in the Plans,

3. Adding or shifting signal heads,

4. Trouble calls,

5. Maintaining intersection and coordination timing and preemption devices. Coordination timing will require maintaining functionality of system communications.

Restore any loss of operation within 12 hours after notification. Provide alternate temporary traffic control until the signalization is restored.

Provide traffic signal equipment that meets the requirements of the Standard Plans and 603-2. The Engineer may approve used signal equipment if it is in acceptable condition. Replacement components for traffic signal cabinet assemblies will be provided by the maintaining agency. For temporary signals used for lane closure operations on two-lane, two-way roadways meet the requirements in 102-9.21.

102-9.16 Temporary Traffic Detection and Maintenance: Provide temporary traffic detection and maintenance at existing, temporary, and new signalized intersections. Provide temporary traffic detection equipment listed on the APL. Restore any loss of detection within 12 hours. Ensure 90% accuracy per signal phase, measured at the initial installation and after any lane shifts, by comparing sample data collected from the detection system with ground truth data collected by human observation. Collect the sample and ground truth data for a minimum of five minutes during a peak and five minutes during an off-peak period with a minimum three

detections for each signal phase. Perform the test in the presence of the Engineer.

102-9.17 Truck Mounted Attenuators and Trailer Mounted Attenuators: Furnish, operate and maintain APL listed truck mounted and trailer mounted attenuators in accordance with the manufacturer's recommendations.

For posted speeds of 50 mph or greater, use either truck mounted attenuators or trailer mounted attenuators that meet TL-3 criteria. For posted speeds of 45 mph or less, use either truck mounted attenuators or trailer mounted attenuators that meet TL-2 or TL-3 criteria.

Attenuators will not be paid for separately. Include the cost of the truck with either a truck mounted attenuator or a trailer mounted attenuator in Maintenance of Traffic, lump sum. Payment includes all costs, including furnishing, operating maintaining and removal when no longer required, and all materials, labor, tools, equipment and incidentals required for attenuator maintenance.

102-9.18 Temporary Raised Rumble Strip Set: Furnish, install, maintain, remove, and reinstall temporary raised rumble strips per the manufacturer's recommendations and in accordance with Standard Plans, Index 102-603.

The temporary raised rumble strip may be either a removable polymer striping tape or a molded engineered polymer material.

102-9.19 Automated Flagger Assistance Devices (AFAD): Furnish, install, maintain, remove, and relocate AFADs in accordance with the Plans, Standard Plans, Index 102-603, and APL vendor drawings.

Position AFADs where they are clearly visible to oncoming traffic. AFADs may be placed on the centerline if they have been successfully crash tested in accordance with MASH TL-3 criteria. A gate arm is required in accordance with Section 990 if a single AFAD is used on the shoulder to control one direction of traffic.

The devices may be operated either by a single flagger at one end of the traffic control zone, from a central location, or by a separate flagger near each device location. Use only flaggers trained in accordance with Section 105 and in the operation of the AFAD. When in use, each AFAD must be in view of, and attended at all times by, the flagger operating the device.

Provide two flaggers on-site and use one of the following methods in the deployment of AFADs:

1. Place an AFAD at each end of the temporary traffic control zone, or
2. Place an AFAD at one end of the temporary traffic control zone and a flagger at the opposite end.

A single flagger may simultaneously operate two AFADs as described in (1) or a single AFAD as described in (2) if all of the following conditions are met:

1. The flagger has an unobstructed view of the AFAD(s),
2. The flagger has an unobstructed view of approaching traffic in both directions,
3. For two AFADs, the AFADs are less than 800 feet apart. For one AFAD, the AFAD and the flagger are less than 800 feet apart.
4. Two flaggers are available on-site to provide normal flagging operations should an AFAD malfunction.

AFADs may be either a remotely controlled Stop/Slow AFAD mounted on either a trailer or a movable cart system, or a remotely controlled Red/Yellow Lens AFAD.

Illuminate the flagging station when the AFAD is used at night. When the AFAD is not in use, remove or cover signs and move the AFAD device outside the clear zone or shield it with a barrier.

AFADs will not be paid for separately. AFADs may be used as a supplement or an alternate to flaggers in accordance with the Plans, Standard Plans, Index 102-603, and the APL vendor drawings. Include the cost for AFADs in Maintenance of Traffic, Lump Sum.

102-9.20 Temporary Lane Separator: Furnish, install, maintain, remove and relocate temporary lane separator in accordance with the Plans and Standard Plans, Index 102-600. Anchor the portable temporary lane separator with a removable anchor bolt. Use epoxy on bridge decks where anchoring is not allowed. Remove the epoxy from the bridge deck by hydroblasting or other method approved by the Engineer.

102-9.21 Temporary Signals for Lane Closures on Two-Lane, Two-Way Roadways: Furnish, install, maintain, remove, and relocate temporary signals for lane closure operations on two-lane, two-way roadways at the locations shown in the Plans. Temporary signals may be used, at the Contractor's option, as an alternate to flaggers for lane closure operations on two-lane, two-way roadways in accordance with Standard Plans, Index 102-606. Temporary signals can either be portable signals or span wire signals and must be listed on the APL.

102-10 Work Zone Pavement Marking.

102-10.1 Description: Furnish and install work zone pavement markings for MOT in construction areas and in close conformity with the lines and details shown in the Plans and Standard Plans.

Centerlines, lane lines, edge lines, stop bars, standard crosswalks, and turn arrows will be required in work zones prior to opening the road to traffic.

102.10.2 Painted Pavement Markings:

102-10.2.1 General: Use painted pavement markings meeting the requirements of Section 710. Use standard paint unless otherwise identified in the Plans or approved by the Engineer.

102-10.3 Removable Tape:

102-10.3.1 General: Use removable tape listed on the APL as shown in the Plans and meeting the requirements of 990-4.

102-10.3.2 Application: Apply removable tape with a mechanical applicator to provide pavement lines that are neat, accurate and uniform. Equip the mechanical applicator with a film cut-off device and with measuring devices that automatically and accumulatively measure the length of each line placed within an accuracy tolerance of plus or minus 2%. Ensure removable tape adheres to the road surface. Removable tape may be placed by hand on short sections, 500 feet or less, if it is done in a neat accurate manner.

102-10.3.3 Retroreflectivity: Apply white and yellow pavement markings that will attain an initial retroreflectivity of not less than $300 \text{ mcd/lx} \cdot \text{m}^2$ for white and contrast markings and not less than $250 \text{ mcd/lx} \cdot \text{m}^2$ for yellow markings. Black portions of contrast tapes and black masking tapes must be non-reflective and have a reflectance of less than $5 \text{ mcd/lx} \cdot \text{m}^2$. At the end of the six month service life, the retroreflectance of white and yellow removable tape shall not be less than $150 \text{ mcd/lx} \cdot \text{m}^2$.

102-10.3.4 Removability: Provide removable tape capable of being removed from bituminous concrete and portland cement concrete pavement intact or in substantially large strips, either manually or by a mechanical roll-up device, at temperatures above 40°F, without the use of heat, solvents, grinding or blasting.

102-10.4 Temporary Raised Pavement Markers (RPMs): Use Class B RPMs except for work that consists of ground-in rumble strips at centerline locations. For ground-in rumble strips at centerline locations, use temporary RPMs in accordance with Section 710. Provide only temporary RPMs listed on the APL. Install all markers in accordance with the manufacturer's recommendations, the Standard Plans, and Section 706. After initial installation, replace broken or missing temporary RPMs in locations where more than three consecutive temporary RPMs are broken or missing at no expense to the Department.

102-11 Method of Measurement.

102-11.1 General: Devices installed/used on the project on any calendar day or portion thereof, within the Contract Time, including time extensions which may be granted, will be paid for at the Contract unit price for the applicable pay item. Include the cost of any work that is necessary to meet the requirements of the Contract Documents for MOT under Maintenance of Traffic, lump sum when separate payment is not provided.

102-11.2 Traffic Control Officers: The quantity to be paid for traffic control officers as specified in 102-7(1) through (5) will be at the Contract unit price per hour (4 hour minimum) for the actual number of officers certified to be on the project site, including any law enforcement vehicles and all other direct and indirect costs. Payment will be made only for those traffic control officers specified in the Plans and authorized by the Engineer.

Cost for traffic control officers as specified in 102-7(6) or used at the Contractor's option will be paid for under Maintenance of Traffic, lump sum.

102-11.3 Special Detours: When a special detour is shown in the Plans, the work of constructing, maintaining, and subsequently removing such detour facilities will be paid for under Special Detour, lump sum. However, traffic control devices, warning devices, barriers, signing, pavement markings, and restoration to final configuration will be paid for under their respective pay items.

When the Plans show more than one special detour, each special detour will be paid for separately, at the Contract lump sum price for each.

102-11.4 Commercial Material for Driveway Maintenance: The quantity to be paid for will be the certified volume, in cubic yards, of all materials authorized by the Engineer, acceptably placed and maintained for driveway maintenance. The volume, which is authorized to be reused, and which is acceptably salvaged, placed, and maintained in other designated driveways will be included again for payment.

102-11.5 Work Zone Signs: The number of temporary post-mounted signs (temporary regulatory, warning and guide) certified as installed/used on the project will be paid for at the Contract unit price for work zone signs. When multiple signs are located on single or multiple posts, each sign panel will be paid individually. Signs greater than 20 square feet and detailed in the Plans will be paid for under Maintenance of Traffic, lump sum.

Temporary portable signs (excluding mesh signs) and vehicular mounted signs will be included for payment under work zone signs, only if used in accordance with the

Standard Plans.

The number of temporary barrier mounted signs (temporary regulatory, warning and guide) certified as installed/used on the project will be paid for at the Contract unit price for barrier mounted work zone signs.

Work zone signs may be installed fourteen days prior to the start of Contract Time with the approval of the Engineer and at no additional cost to the Department.

102-11.6. Business Signs: The number of business signs certified as installed/used on the project will be paid for at the Contract unit price for business signs.

102-11.7 Project Information Signs: No separate payment will be made for project information signs. Payment will be included under Maintenance of Traffic, lump sum.

102-11.8 Channelizing Devices: The number of drums, vertical panels, and Type I, Type II, Type III, or direction indicator barricades, certified as installed/used on the project meeting the requirements of Standard Plans, Index 102-600 and have been properly maintained will be paid for at the Contract unit prices for channelizing device.

Payment for drums, vertical panels, and Type I, Type II, Type III, and direction indicator barricades will be paid per each per day.

Payment for vehicular LCDs will be paid as the length in feet installed divided by the device spacing for barricades, vertical panels, and drums and certified as installed/used on the project meeting the requirements of Standard Plans, Index 102-600 and have been properly maintained will be paid for at the Contract unit price for channelizing device.

Payment for pedestrian LCDs will be paid as the plan quantity length in feet, in place and accepted. For sidewalk closures, the plan quantity length will be based on the width of the sidewalk. The quantity of pedestrian LCDs will be paid for regardless of whether materials are new, used, or relocated from a previous installation on the project. Placement of pedestrian LCDs at locations not shown in the Plans, or not authorized by the Engineer, will be at the Contractor's expense. Payment for pedestrian LCD mounted signs will be made under Work Zone Signs, per each per day.

Payment will not be made for channelizing devices unsatisfactorily maintained, as determined by the Engineer. Payment will be made for each channelizing device that is used to delineate trailer mounted devices. Payment will be made for channelizing devices delineating portable changeable message signs during the period beginning 14 working days before Contract Time begins as authorized by the Engineer.

102-11.9 Temporary Barrier: The quantity to be paid for will be the length, in feet, of freestanding units or anchored units certified as installed/used on the project. The quantity to be paid for relocating barrier will be based on the relocated installation type. No separate payment will be made for the asphalt pad. For freestanding units transitioned to a crash cushion, the cost of anchoring the transition units will be included in the cost of the temporary crash cushion in accordance with 102-11.12.

102-11.10 Barrier Delineators: No separate payment will be made for barrier delineators installed on top of temporary barrier and vehicular LCDs. Include the cost for barrier delineators in the cost of the barrier or vehicular LCD.

102-11.11 Temporary Glare Screen: The certified quantity to be paid for will be determined by the number of sections times the nominal length of each section.

102-11.12 Temporary Crash Cushions: No separate payment will be made for the

concrete or asphalt pad.

102-11.12.1 Redirective: The quantity to be paid for will be the number of temporary crash cushions (redirective) certified as installed/used and maintained on the project, including anchoring of temporary barrier necessary for transition to the crash cushion and delineation.

102-11.12.2 Gating: The quantity to be paid for will be the number of temporary crash cushions (gating) certified as installed/used and maintained on the project, including anchoring of temporary barrier necessary for transition to the crash cushion and delineation.

102-11.13 Temporary Guardrail: The quantity to be paid for will be the length, in feet, of temporary guardrail constructed and certified as installed/used on the project. The length of a run of guardrail will be determined as a multiple of the nominal panel lengths.

102-11.14 Arrow Board: The quantity to be paid at the contract unit price will be for the number of arrow boards certified as installed/used on the project on any calendar day or portion thereof within the Contract Time.

102-11.15 Portable Changeable Message Sign: The quantity to be paid at the Contract unit price will be for the number of PCMSs or truck mounted changeable message signs certified as installed/used on the project on any calendar day or portion thereof within the Contract Time. Payment will be made for each portable changeable message sign that is used during the period beginning fourteen working days before Contract Time begins as authorized by the Engineer.

102-11.16 Portable Regulatory Signs: The quantity to be paid for will be the number of portable regulatory signs certified as installed/used on the project on any calendar day or portion thereof within the Contract Time, will be paid for the Contract unit price for portable regulatory sign.

102-11.17 Radar Speed Display Unit: The quantity to be paid for will be the number of radar speed display units certified as installed/used on the project on any calendar day or portion thereof within the Contract Time, will be paid for the Contract unit price for radar speed display unit.

102-11.18 Temporary Signalization and Maintenance: For existing intersections, the certified quantity to be paid for will be the number of signalized intersections per day for the full duration of the Contract. For temporary intersections, the certified quantity to be paid for will be the number of signalized intersections per day for the duration of the temporary intersection. No separate payment will be made for temporary signalization and maintenance at new intersections.

102-11.19 Temporary Traffic Detection and Maintenance: For existing intersections, the certified quantity to be paid for will be the number of signalized intersections per day beginning the day Contract Time begins and ending the day the permanent detection is operational and the final lane configuration is in place. For temporary and new intersections, the certified quantity to be paid for will be the number of signalized intersections per day beginning the day the temporary detection is functional and ending the day the permanent detection is operational and the final lane configuration is in place for a new intersection; or, when the detection is removed for a temporary intersection.

102-11.20 Work Zone Pavement Markings: Painted pavement markings will be paid as specified in 710-10. The quantity of removable tape to be paid for solid, 10'-30' skip, 3'-9' dotted, 6'-10' dotted, and 2'-4' dotted lines will be the length, in gross miles, authorized and acceptably applied under this Section and certified as installed/used on the project. The quantity

of removable tape to be paid for transverse lines will be the length, in linear feet, authorized and acceptably applied under this Section and certified as installed/used on the project. The quantity of removable tape to be paid for pavement messages, symbols, and arrows will be per each, authorized and acceptably applied under this Section and certified as installed/used on the project. The quantity of temporary RPMs to be paid will be the number of RPMs authorized and acceptably applied.

102-11.21 Temporary Raised Rumble Strips: The quantity to be paid for will be the number of calendar days, or portions thereof, that temporary raised rumble strips are certified as installed/used on the project within the Contract Time. The number of strips used must meet the requirements of Standard Plans, Index 102-603. No adjustment will be made to the per day measurement for the number of strips or sets used, or for the number of times the sets are relocated.

102-11.22 Temporary Lane Separator: The quantity to be paid for will be the field measure, in feet, of temporary lane separator certified as installed/used on the project, including drainage gaps, completed and accepted.

102-11.23 Temporary Signals for Lane Closures on Two-Lane, Two-Way Roadways: The quantity to be paid for will be the number of temporary signals per day installed/used at the locations shown in the Plans. Temporary signals installed/used at the Contractor's option as an alternative to flaggers will be included in Maintenance of Traffic, lump sum.

102-11.24 Temporary Highway Lighting: When temporary highway lighting is required by the Plans, the work of constructing, maintaining, and removing the temporary highway lighting, including all materials and any necessary design work, will be paid for under temporary highway lighting, lump sum.

102-11.25 Pedestrian Special Detours: When a pedestrian special detour is shown in the Plans, the work of constructing, maintaining, and subsequently removing such detour facilities will be paid for under pedestrian special detour, lump sum. However, traffic control devices, warning devices, barriers, signing, pavement markings, and restoration to final configuration will be paid for under their respective pay items.

102-12 Submittals.

102-12.1 Submittal Instructions: Prepare a certification of quantities, using the Department's current approved form, for certified MOT payment items for each project in the Contract. Submit the certification of quantities to the Engineer. The Department will not pay for any disputed items until the Engineer approves the certification of quantities.

102-12.2 Contractor's Certification of Quantities: Request payment by submitting a certification of quantities no later than Twelve O'clock noon Monday after the estimate cut-off date or as directed by the Engineer, based on the amount of work done or completed. Ensure the certification consists of the following:

1. Contract Number, FPID Number, Certification Number, Certification Date and the period that the certification represents.

2. The basis for arriving at the amount of the progress certification, less payments previously made and less an amount previously retained or withheld. The basis will include a detail breakdown provided on the certification of items of payment in accordance with 102-13. After the

initial setup of the MOT items and counts, the interval for recording the counts will be made weekly on the certification sheet unless there is a change. This change will be documented on the day of occurrence. Some items may necessitate a daily interval of recording the counts.

102-13 Basis of Payment.

102-13.1 Maintenance of Traffic (General Work): When an item of work is included in the proposal, price and payment will be full compensation for all work and costs specified under this Section except as may be specifically covered for payment under other items.

102-13.2 Traffic Control Officers: Price and payment will be full compensation for the services of the traffic control officers.

102-13.3 Special Detours: Price and payment will be full compensation for providing all detour facilities shown in the Plans and all costs incurred in carrying out all requirements of this Section for general MOT within the limits of the detour, as shown in the Plans.

102-13.4 Commercial Materials for Driveway Maintenance: Price and payment will be full compensation for all work and materials specified for this item, including specifically all required shaping and maintaining of driveways.

102-13.5 Work Zone Signs: Price and payment will be full compensation for all work and materials for furnishing signs, supports and necessary hardware, installation, relocating, maintaining and removing signs.

102-13.6. Business Signs: Price and payment will be full compensation for all materials and labor required for furnishing, installing, relocating, maintaining, and removing the signs as well as the cost of installing any logos provided by business owners.

102-13.7 Project Information Signs: Price and payment will be full compensation for all materials and labor for furnishing, installing, relocating, maintaining and removing signs.

102-13.8 Channelizing Devices: Prices and payment will be full compensation for furnishing, installing, relocating, maintaining and removing the channelizing devices.

102-13.9 Temporary Barrier: Price and payment will be full compensation for furnishing, installing, maintaining, and removing the barrier and asphalt pad. When called for, temporary barrier (relocate) will be full compensation for relocating the barrier.

102-13.10 Temporary Glare Screen: Price and payment will be full compensation for furnishing, installing, maintaining, and removing the glare screen certified as installed/used on the project. When called for, glare screen (relocate) will be full compensation for relocating the glare screen.

102-13.11 Temporary Crash Cushion (Redirective or Gating): Price and payment will be full compensation for furnishing, installing, maintaining, and removing crash cushions and concrete or asphalt pads.

102-13.12 Temporary Guardrail: Price and payment will be full compensation for furnishing all materials required for a complete installation, including end anchorage assemblies and any end connections to other structures and for installing, maintaining and removing guardrail.

102-13.13 Arrow Board: Price and payment will be full compensation for furnishing, installing, operating, relocating, maintaining and removing arrow boards.

102-13.14 Portable Changeable Message Sign: Price and payment will be full compensation for furnishing, installing, operating, relocating, maintaining and removing portable

changeable message signs.

102-13.15 Portable Regulatory Signs: Price and payment will be full compensation for furnishing, installing, relocating, operating, maintaining and removing a completely functioning system as described in these Specifications.

Payment will include all labor, materials, incidentals, repairs and any actions necessary to operate and maintain the unit at all times that work is being performed or traffic is being affected by construction and/or MOT operations.

102-13.16 Radar Speed Display Unit: Price and payment will be made only for a completely functioning system as described in these Specifications. Payment will include all labor, hardware, accessories, signs, and incidental items necessary for a complete system. Payment will include any measurements needed to ensure that the unit conforms to all Specification requirements.

Payment will include all labor, materials, incidentals, repairs and any actions necessary to operate and maintain the unit at all times that work is being performed or traffic is being affected by construction and MOT operations. Price and payment will be full compensation for furnishing, installing, operating, relocating, maintaining and removing radar speed display unit.

102-13.17 Temporary Signalization and Maintenance: Price and payment will constitute full compensation for furnishing, installing, operating, maintaining and removing temporary traffic control signals including all equipment and components necessary to provide an operable traffic signal. Payment will be withheld for each day at each intersection where the temporary signalization is not operational within 12 hours after notification.

102-13.18 Temporary Traffic Detection and Maintenance: Price and payment will constitute full compensation for furnishing, installing, operating, maintaining and removing temporary traffic detection including all equipment and components necessary to provide an acceptable signalized intersection. Take ownership of all equipment and components. Payment will be withheld for each day at each intersection where the temporary detection is not operational within 12 hours after notification.

102-13.19 Work Zone Pavement Markings: Price and payment will be full compensation for all work specified including, all cleaning and preparing of surfaces, furnishing of all materials, application, curing and protection of all items, protection of traffic, furnishing of all tools, machines and equipment, and all incidentals necessary to complete the work. Final payment will be withheld until all deficiencies are corrected.

Removable tape or durable paint may be substituted for standard paint at no additional cost to the Department.

Payment for temporary RPMs used to supplement line markings will be paid for under temporary raised pavement markers. Install these RPMs as detailed in the Standard Plans.

102-13.20 Temporary Raised Rumble Strips: Price and payment will be full compensation for all work and materials described in this Section, including all cleaning and preparing of surfaces, disposal of all debris, furnishing of all materials, application, curing, removal, reinstalling and protection of all items, protection of traffic, furnishing of all tools, machines and equipment, and all incidentals necessary to complete the work.

102-13.21 Temporary Lane Separator: Price and payment will be full compensation for all work specified in this Section.

102-13.22 Temporary Signals for Lane Closures on Two-Lane, Two-Way

Roadways: Price and payment will be full compensation for furnishing, installing, operating, maintaining and removing temporary traffic signal including all equipment and components necessary to provide an operable portable traffic signal.

102-13.23 Temporary Highway Lighting: Price and payment will be full compensation for providing all temporary highway lighting shown in the Plans.

102-13.24 Pedestrian Special Detours: Price and payment will be full compensation for providing all pedestrian special detours shown in the Plans.

102-13.25 Payment Items: Payment will be made under:

Item No. 102- 1-	Maintenance of Traffic - lump sum.
Item No. 102- 2-	Special Detour - lump sum.
Item No. 102- 3-	Commercial Material for Driveway Maintenance - per cubic yard.
Item No. 102- 4-	Pedestrian Special Detour - lump sum.
Item No. 102- 14-	Traffic Control Officer - per hour.
Item No. 102- 30-	Temporary Highway Lighting - lump sum.
Item No. 102- 60-	Work Zone Sign - per each per day.
Item No. 102- 61-	Business Sign - each.
Item No. 102- 62-	Barrier Mounted Work Zone Sign – per each per day
Item No. 102- 71-	Temporary Barrier - per foot.
Item No. 102- 75-	Temporary Lane Separator - per foot
Item No. 102- 73-	Temporary Guardrail - per foot.
Item No. 102- 74-	Channelizing Devices
Item No. 102- 76-	Arrow Board - per each per day.
Item No. 102- 78-	Temporary Raised Pavement Markers - each.
Item No. 102- 81-	Temporary Crash Cushion, Gating - per location.
Item No. 102- 89-	Temporary Crash Cushion, Redirective - per location.
Item No. 102- 94-	Glare Screen - per foot.
Item No. 102- 99-	Portable Changeable Message Sign - per each per day.
Item No. 102-104-	Temporary Signalization and Maintenance - per intersection per day.
Item No. 102-107-	Temporary Traffic Detection and Maintenance - per intersection per day.
Item No. 102-120-	Temporary Signal for Lane Closures on Two-Lane, Two-Way Roadways – per each per day.
Item No. 102-150-	Portable Regulatory Sign - per each per day.
Item No. 102-150-	Radar Speed Display Unit - per each per day.
Item No. 102-909-	Temporary Raised Rumble Strips - per day.
Item No. 102-913-	Removable Tape.
Item No. 710-	Painted Pavement Markings.
Item No. 711-	Thermoplastic Pavement Markings.

MAINTENANCE OF TRAFFIC – WORK DOCUMENT.**(REV 1-27-23) (FY 2024-25)****SUBARTICLE 102-3.1 is deleted and the following substituted:**

102-3.1 Contractor's Responsibility: Time begins when the Engineer is notified that setup is complete and flagging operations and maintenance of all temporary traffic control devices are ready for work to begin. Time ends when work has been completed. Notify the Engineer immediately when work has been completed. Travel time to and from the work site, as well as installation and removal of temporary traffic control devices is not included as compensable time. Provide only one person for the maintenance of devices unless otherwise directed by the Engineer.

SUBARTICLE 102-3.2 is deleted and the following substituted:

102-3.2 Worksite Traffic Supervisor (WTS): Provide a WTS who is responsible for initiating, installing, and maintaining all temporary traffic control devices as described in this Section and the Contract Documents. Provide all equipment and materials needed to set up, take down, maintain traffic control, and handle traffic-related situations. Provide the WTS or designee with a tablet or smartphone with internet access for recording information into the Department's lane closure notification system. Use approved alternate WTS when necessary.

The WTS must meet the personnel qualifications specified in Section 105.

The WTS is to perform the following duties:

1. On site direction of all temporary traffic control on the project.
2. Is on site during all set up and take down, and performs a drive through inspection immediately after set up.
3. Is on site during all nighttime operations ensuring proper temporary traffic control.
4. Immediately corrects all safety deficiencies and corrects minor deficiencies that are not immediate safety hazards within 24 hours.
5. Is available on a 24 hour per day basis and present at the site within 45 minutes after notification of an emergency situation and is prepared to respond to maintain temporary traffic control or to provide alternate traffic arrangements.
6. Conducts daily daytime and weekly nighttime inspections of projects with predominately daytime work activities, and daily nighttime and weekly daytime inspections of projects with predominantly nighttime work activities of all traffic control devices, traffic flow, pedestrian, bicyclist, and business accommodations.

Advise the project personnel of the schedule of these inspections and give them the opportunity to join in the inspection as deemed necessary.

The Department may disqualify and remove from the project a WTS who fails to comply with the provisions of this Section. The Department may temporarily suspend all activities, except traffic, erosion control and such other activities that are necessary for project maintenance and safety, for failure to comply with these provisions.

SUBARTICLE 102-3.3 is deleted.

SUBARTICLE 102-5.5 is deleted and the following substituted:

102-5.5 Crossings and Intersections: Provide and maintain adequate accommodations for intersecting and crossing traffic. Do not block or unduly restrict any median opening, road or street crossing the project unless approved by the Engineer. Maintain all existing actuated or traffic responsive mode signal operations for main and side street movements for the duration of the work. Restore any loss of detection within 12 hours. Use only detection technology listed on the Department's Approved Products List (APL) and approved by the Engineer to restore detection capabilities. Before beginning any construction, submit to the Engineer the names and phone numbers of persons that can be contacted when signal operation malfunctions.

SUBARTICLE 102-9.1 is deleted and the following substituted:

102-9 Temporary Traffic Control Devices.

102-9.1 General: Use only devices that are listed on the APL and use in conformance with the APL drawings. Immediately remove or cover, using any method of covering approved by the Engineer, any existing or temporary devices (e.g. signs) that do not apply to current conditions.

The use of NCHRP Report 350 Recommended Procedures for the Safety Performance Evaluation of Highway Features devices purchased prior to January 1, 2020 is permitted on projects let prior to January 1, 2030. All devices manufactured or purchased on or after January 1, 2020 must be MASH compliant in accordance with Section 990.

The APL number is to be permanently marked on the device at a readily visible location. Sheeting used on devices and pavement markings are exempt from this requirement.

Notify the Engineer in writing of any scheduled operation that will affect traffic patterns or safety sufficiently in advance of commencing such operation to allow adequate time to review the plan for the proposed installation of temporary traffic control devices.

Assign an employee the responsibility of maintaining the position and condition of all temporary traffic control devices throughout the duration of the Contract. Keep the Engineer advised of the identification and means of contacting this employee on a 24 hour basis.

Maintain temporary traffic control devices in the correct position, properly oriented, clearly visible, and clean. All applicable temporary traffic control devices must meet the classification category of Acceptable as defined in the American Traffic Safety Services Association (ATSSA) Quality Guidelines for Temporary Traffic Control Devices and Features. Temporary concrete barriers must meet the classification category of Acceptable defined in the Department's Temporary Concrete Barrier Evaluation Guide, which may be viewed at the following URL:

https://fdotwww.blob.core.windows.net/sitefinity/docs/default-source/programmanagement/implemented/urlinspecs/files/docs/default-source/content-docs/programmanagement/implemented/urlinspecs/files/temporaryconcretebarrierguide.pdf?sfvrsn=343b4c97_10.

Pedestrian Longitudinal Channelizing devices (LCDs) must meet the classification category of Acceptable as defined in the Pedestrian LCD Evaluation Guide, which may be viewed at the following URL:

https://fdotwww.blob.core.windows.net/sitefinity/docs/default-source/programmanagement/implemented/urlinspecs/files/lcdevaluationguide.pdf?sfvrsn=166e0f16_2.

Immediately repair, replace or clean damaged, defaced or dirty devices. Traffic control devices must not be cleaned while installed/used. Use of warning lights on any temporary traffic control device is prohibited, with the exception of the trailer mounted portable regulatory signs.

SUBARTICLE 102-9.1.1 is deleted.

SUBARTICLE 102-11.1 is deleted and the following substituted:

102-11.1 General: Devices installed/used on the project on any calendar day or portion thereof, within the Contract Time, including time extensions which may be granted, will be paid for at the Contract unit price for the applicable pay item.

For this Contract, all pay items with unit “Each Day (ED)” and “Hour (HR)” will be defined as follows:

1. Time for “Each Day” will be calculated in 24 hour increments starting at the time specified in the Work Document.
2. “Hour” rates will be paid in increments of 1 hour, rounded up to the hour.

ARTICLE 102-11 is expanded by the following new Subarticles:

102-11.28 MOT Maintenance Services: The quantity to be paid will be the number of hours that MOT duties are performed, beginning when setup is complete to the initiation of takedown.

102-11.29 Truck Mounted Attenuator: The quantity to be paid will be the number of days, per day, regardless of the number of locations work is performed at each site.

ARTICLE 102-12 is deleted.

SUBARTICLE 102-13.1 is deleted and the following substituted:

102-13 Basis of Payment.

102-13.1 Maintenance of Traffic (General Work): When an item of work is included in the proposal, price and payment will be full compensation for all work and costs specified under this Section except as may be specifically covered for payment under other items.

When the proposal does not include separate item(s) for Maintenance of Traffic, all work and incidental costs specified as being covered under this Section will be included for payment under the scheduled items of the overall Contract and no separate payment will be made.

SUBARTICLE 13.26 is deleted and the following substituted:

102-13.26 MOT Maintenance Services: Price and payment will be full compensation for MOT work performed.

ARTICLE 102-13 is expanded by the following new Subarticles:

102-13.27 Truck Mounted Attenuator: Price and payment will be full compensation for providing truck mounted attenuators each day regardless of the number of locations work is performed at each site. Payment will be made per day when included in the Work Document or as directed by the Engineer. Payment includes all costs for materials, labor, tools, equipment and incidentals required for performing the work described in this Section.

102-13.28 Payment Items: Payment will be made under the items shown in the Bid Price Proposal.

LITTER REMOVAL AND MOWING.**(REV 8-19-21) (FY 2024-25)****SECTION 107 is deleted and the following substituted:****107-1 Description.**

107.1.1 Litter Removal: Provide pickup, removal, and disposal of litter and debris within the maintained limits from the outside edge of travel way to the right of way line, including the median on divided highways from the inside edge of travel way to the inside edge of travel way, ponds, and remote areas as specified in the Contract Documents. Litter or debris includes but is not limited to varied sizes of bottles, cans, paper, tires, tire pieces, lumber, vehicle parts, metal junk, small outdoor advertisement signs, brush, tree limbs, and other items to be removed under this work.

107-1.2 Mowing: Mow grass or vegetation within the project limits at locations identified in the Contract Documents. Locations may consist of roadside areas, ponds, ditches, or other areas as specified. Where landscaping has been established or natural landscaping has been preserved, mow conforming to the established mowing contours. Mow up to the limits maintained by the Department and around existing appurtenances located within the project limits as directed by the Engineer. Use specialized equipment or hand labor when required to perform specified work in certain areas or situations. Vegetation consists of planted and/or natural grasses, weeds, and other vegetation within the area to be mowed. Comply with the current edition of the Department's "A Guide to Roadside Vegetation Management".

107-1.2.1 Large Machine Mowing: Provide large machine mowing in areas conducive to large machine mowing equipment with a 3 horizontal to 1 vertical or less slope.

107-1.2.2 Slope Mowing: Provide slope mowing on slopes with a greater or steeper than 3 horizontal to 1 vertical slope or other areas that are relatively inaccessible to the use of conventional style equipment.

107-1.2.3 Intermediate Machine Mowing: Provide intermediate machine mowing in areas of 3 horizontal to 1 vertical slope or less that are not accessible by large machine mowing equipment but not conducive to the use of small machine mowing equipment.

107-1.2.4 Small Machine Mowing: Provide small machine mowing in areas of 3 horizontal to 1 vertical slope or less that are not accessible by large and intermediate machine mowing equipment.

107-1.2.5 Manual Weed Control: For areas with densely planted trees and steep slopes that are not accessible to mowing equipment, when directed by the Work Document, remove grasses, weeds, vines, and other underbrush using hand or power tools.

Unless otherwise specified, manual labor required to perform work around appurtenances will be incidental to the type of mowing being performed. Appurtenances may consist of signpost and bases, delineator post, fences, guardrail, barrier walls, end walls, retaining walls, pipes, drainage structures, poles, guys, mailboxes, handrails, landscaped areas, and trees.

107-2 Frequency.

107-2.1 Litter Removal: The number of litter removal cycles maybe increased or decreased based on litter conditions or special events, as directed by the Engineer. Areas or portions of areas within the project limits may be increased or decreased. The estimated number of litter removal cycles is approximately **14**.

Complete each litter removal cycle within (to be determined by the engineer) calendar days of beginning the cycle when the litter removal cycle is concurrent with a mowing cycle. When litter pick up is issued concurrently with a mowing cycle, remove litter prior to and in conjunction with mowing operations in all areas.

Complete each independent litter removal cycle within (to be determined by the engineer) calendar days of beginning the cycle.

107-2.2 Mowing: The Engineer will determine the type of mowing, the estimated number of acres to be accomplished within a specified number of calendar days (cycle), when to begin each mowing cycle, and the total number of mowing cycles to be completed.

The number of acres to be completed per cycle may vary depending upon soil conditions. The number of acres to be completed will vary per cycle when wildflowers are in bloom or are re-seeding. Complete each mowing cycle within (to be determined by the engineer) calendar days of beginning the cycle. The approximate number of cycles for each type of mowing will be as follows:

Large Machine Mowing	<u>N/A</u> cycles (<u>N/A minimum</u> cycles)
Slope Mowing	<u>6</u> cycles (<u>N/A minimum</u> cycles)
Intermediate Machine Mowing	<u>N/A</u> cycles (<u>N/A minimum</u> cycles)
Small Machine Mowing	<u>11</u> cycles (<u>N/A minimum</u> cycles)
Mow Wildflower plots approximately	<u>N/A</u> times per year
Manual Weed Control	<u>3</u> cycles (<u>N/A minimum</u> cycles)

Notify the Engineer prior to beginning work in areas with questionable mowing capabilities. Adjustments to quantities will not be made once work begins.

107-3 Equipment.

107-3.1 Litter Removal: Transport litter using equipment capable of preventing further distribution or loss of litter along the roadway. Cover and secure all open top carriers with tarpaulins.

Specialized mechanical equipment capable of successfully removing litter and debris may be used upon written approval by the Engineer. Additional safety devices or precautions may be required when using unique equipment.

Provide equipment that does not damage curbs, pavement, or turf.

107-3.2 Mowing: Provide mowing equipment with a slow-moving vehicle sign located on the rear of the tractor, amber flashing light or white strobe light mounted on the tractor, 18-inch X 18-inch fluorescent orange warning flags mounted on each side of the rear of the mower, protective devices on the mower to prevent objects from being thrown into traffic, and safety devices installed by the manufacturer. Properly install and maintain safety devices at all times when the equipment is in use.

Maintain mowing equipment to produce a clean, sharp cut and uniform distribution of the cuttings at all times. Provide mowing equipment with the capability of cutting a height from 4 inches to 12 inches.

Provide equipment of a type and quantity to perform the work satisfactorily within the specified time periods.

Immediately remove equipment deficient in safety devices and keep the equipment out of service until the deficiency is corrected.

The Engineer's inspection of equipment will not relieve the Contractor of responsibility or liability for injury to persons or damage to property caused by the operation of the equipment, nor will it relieve the Contractor of the responsibility to meet the established time for the completion of the mowing cycle.

107-4 Method of Operation.

107-4.1 Litter Removal: Store equipment to remain on the project right of way while not in use outside the clear zone. Do not park or store equipment or supply vehicles in median areas. Conduct all service and supply operations between the travel-way and the right-of-way line and outside of the clear zone. Do not allow supply vehicles to enter the median. Do not allow service vehicles to enter the median except when necessary to repair or remove inoperable equipment.

Perform all litter removal during daylight hours.

Worksite personnel must wear high visibility apparel that meets the standards for High-Visibility Safety Apparel as established by The American National Standards Institute (ANSI) when performing litter removal activities.

107-4.2 Mowing: Perform all work operations in accordance with the appropriate temporary traffic control and lane closure requirements. Furnish, place, and maintain all traffic control devices throughout the duration of the work within the maintenance limits for the protection of the public and employees.

Operate the equipment in the same direction of the traffic unless the adjacent lane is closed to traffic when mowing within four feet of the travel-way (travel lane).

Perform all work during daylight hours.

Begin mowing cycles as directed by the Engineer in the Work Document.

Notify the Engineer when a cycle is started and when work is interrupted for any reason.

Prior to beginning work on the first cycle, provide a pattern or plan for mowing to the Engineer for approval. Follow the pattern adopted for the first cycle with subsequent mowing cycles.

Mow shoulders and medians concurrently within the limits of the area mowed so that not more than one mile will be left partially mowed at the conclusion of the working day. Mow grass and vegetation on slopes or around appurtenances concurrent with the mowing operation.

Complete each mowing cycle in its entirety prior to beginning another cycle. A complete cycle includes all manual labor around appurtenances.

If weather conditions or other situations of a temporary nature prevent the mowing of any areas, and such conditions are eliminated during the period designated for that mowing cycle, the adopted pattern for mowing may be altered to complete mowing of these areas during the mowing cycle.

Notify the Engineer of areas saturated with standing water to the point that standard mowing equipment would cause excessive damage to the turf. Mow the saturated areas during a

subsequent cycle or cut to the surface of the water using hand labor or other specialized equipment as directed by the Engineer. Consult with the Engineer prior to beginning work in any questionable area.

Notify the Engineer when mowing areas or cycles have been completed. If any area does not meet the specified requirements, re-mow the areas at no additional cost to the Department.

107-5 Disposal.

107-5.1 Litter Removal: During each litter removal cycle, bag and remove all litter or piles at the end of each working day. Dispose of litter as necessary in accordance with applicable Federal, State, and Local Rules and Regulations. Do not store or stockpile litter within the project limits.

107.5.2 Mowing: In some areas it may be necessary to collect and remove grass clippings from the mowing operation. Dispose of vegetation cuttings in accordance with applicable Federal, State, and Local Rules and Regulations.

107-6 Requirements.

107-6.1 Litter Removal: Perform litter removal in a manner that results in areas being free of litter and debris.

107-6.2 Mowing: Mow all grass and vegetation to a height of 6 inches plus or minus 1/2 inch. Mow grass and vegetation to a height of 4 inches plus or minus 1/2 inch in specified areas as directed by the Engineer.

Perform mowing in a manner that will not result in streaking or scalping. Mow areas of different widths in a manner that will result in smooth flowing transitions. Do not allow accumulation or piling of cuttings as a result of cleaning the mowing equipment.

Mow all grass and vegetation on slopes or around appurtenances to the same height and quality as the surrounding mowed area when using hand tools.

Negligence that results in damage to turf, curbs, sidewalks, pavement, signs, or structures, mailboxes, appurtenances, etc. will be repaired or replaced at no additional cost to the Department. Complete repairs prior to submission of the invoice for work accomplished during the cycle.

Do not leave an accumulation of clippings in curb and gutters or on sidewalks. The use of blowers (away from traffic) to remove cuttings may be allowed unless prohibited by Federal, State, and Local Rules and Regulations.

107-7 Method of Measurement.

107.7.1 Litter Removal: The quantities to be paid for litter removal will be the number of acres of litter removal completed and accepted.

107-7.2 Mowing: Use of specialized equipment will be of no additional cost to the Department.

The quantities to be paid for mowing will be the area, in acres, of mowing completed and accepted.

The number of acres scheduled to be mowed per cycle will not be reduced for wildflower areas not mowed if the area is less than one acre.

The number of acres scheduled to be mowed per cycle will not be reduced for saturated areas that cannot be mowed when the area is less than one acre.

When alternate methods to mow saturated areas are required by the Engineer, payment will be based on the actual work performed.

107-8 Basis of Payment.

107-8.1 Litter Removal: Payment will be full compensation for furnishing all equipment, materials, labor, disposal, and incidentals necessary to complete litter and debris removal. Landfill receipts may be required with invoice submittals.

107-8.2 Mowing: Payment will be full compensation for furnishing all equipment, materials, labor, and incidentals necessary to complete all mowing operations specified. Compensation will be the unit price per acre for mowing for the number of acres completed and accepted.

Payment will be made under:

- Item No. E107 - 1-1 Litter Removal - per acre.
- Item No. E107 - 2-1 Large Machine Mowing - per acre
- Item No. E107 - 2-2 Slope Machine Mowing - per acre
- Item No. E107 - 2-3 Intermediate Machine Mowing - per acre
- Item No. E107 - 2-4 Small Machine Mowing - per acre
- Item No. E107 - 2-5 Manual Weed Control

EDGING

(REV 7-12-19) (FY 2024-25)

The following new Section is added after Section 110:

**SECTION 110-32
EDGING**

110-32.1 Description.

Edge, sweep, remove and dispose of vegetation and debris from curb and gutter and sidewalk areas including, but not limited to, median island curbs, roadside curbs, gutters, the front and backside and joint areas of sidewalks, bike paths, curb inlets throats and other areas as designated by the Engineer.

110-32.2 Frequency

The Engineer will determine the total number of edging cycles and when to begin each cycle. All areas designated are to be edged approximately 6 times per year. Complete each cycle within **(to be determined by the engineer)** calendar days from the beginning of the cycle, weather permitting, as determined by the Engineer.

Quantities will be agreed upon prior to beginning work in any area in question.

110-32.3 Equipment.

Provide effective means to control dust from all edging operations, including removal and disposal of debris.

Use equipment for removal or transportation of debris or litter that prevents distribution or loss of debris or litter along the roadway.

Operate moving equipment in the same direction as the flow of traffic.

110-32.4 Method of Operation.

Do not begin work until authorized, in writing, by the Engineer. Develop a work pattern from the locations listed in the work document, unless the Engineer designates the priority of the work.

The blade of the edger must produce a clear sharp cut. The trench resulting from the actions of the cutting blade must not exceed one inch in width from the edge of the surface being edged. Do not allow grass or weeds into the trench.

Sweep all debris (grass, weeds, soil, litter, etc.) from the curb and gutters, inlet throats and grates, sidewalk and sidewalk joints, and bike paths to produce a clean appearance. The use of blowers (away from traffic) **(to be determined by the engineer)** be allowed to remove the cuttings.

Uniformly cut and remove all vegetation extending over the curb, sidewalk, bike paths, or other designated area to the back edge of the curb, sidewalk, bike path, or other designated area, including sidewalk joints. Removal of vegetation includes grass, weeds, or bushes up to one inch in diameter that extend beyond the normal grassed areas onto the curb, sidewalk, bike paths, or other designated areas.

Remove and properly dispose of all debris produced by the edging, vegetation removal and sweeping operations from the job site daily. Do not stockpile or store debris on the right-of-way overnight. Dispose of all debris in accordance with Federal, State, and Local Rules and Regulations. Include the cost of vegetation removal, sweeping, and disposal of the debris, litter, soil and vegetation trimmings in the contract unit price for edging. Remove any debris that falls into any part of the storm water system at no additional compensation.

Conduct all edging activities during daylight hours only, unless otherwise specified in the contract documents or approved by the Engineer. The Engineer may approve nighttime operations upon request, at no additional compensation for nighttime traffic control. The Engineer may restrict the hours of operations based on peak traffic hours, local conditions, or special events. Complete all required edging operations within the limits worked by the conclusion of each workday. In areas where access is blocked by parked vehicles or other obstructions, return to the area(s) to complete the edging as necessary at no additional expense to the Department.

The quality and acceptance of work will be determined by the Engineer. Re-edge, including vegetation removal and sweeping, areas that are determined to be unacceptable at no additional cost to the Department.

Repair or replace damage to curbs, sidewalks, pavement, or turf due to negligence to the satisfaction of the Engineer at no additional compensation.

110-32.5 Method of Measurement.

Quantities to be paid will be the total number of miles of edging operations completed and accepted, including each pass for roadside, median island, inlet throats, curbs and gutters, bike paths and sidewalks. Areas that are maintained by others, or areas where the grass and/or weeds fail to grow sufficiently to justify performing this work may be omitted as determined by the Engineer.

110-32.6 Basis of Payment.

Price and payment will be full compensation for all the work specified in this Section and will include all equipment, labor, materials, and incidentals necessary to complete the work.

Payment will be made under:

E110- 32- 2- Edging - mile.



February 10, 2025

Krause Services
2807 Ralph Johns Rd
Wauchula, FL 33873

Re: 2024 Service Agreement for Lawn Care and Landscaping Services – 1st Extension

Dear Mr. Schraeder:

Please accept this letter of notice for the Wauchula Community Redevelopment Agency to extend the service contract for an additional year, from the expiration date March 10, 2025, per the terms of Section 1.3.

If you have any questions or concerns, please contact CRA Director Jessica Newman at 863-767-0330 or jnewman@cityofwauchula.com.

Thank you,

Richard K. Nadaskay, Chairman
CRA Board

**CITY OF WAUCHULA
COMMUNITY REDEVELOPMENT AGENCY**

**REQUEST FOR QUALIFICATIONS
PROFESSIONAL ENGINEERING SERVICES**

RFQ CRA #25-01

The Wauchula Community Redevelopment Agency (CRA) Director's Office will receive sealed statements of qualifications from professional engineering firms on or before 2:00 PM EST on **Tuesday, March 18, 2025** for professional engineering services to be performed for CRA projects.

The face of the sealed envelope must be clearly marked "**RFQ CRA #25-01, Professional Engineering Services for Wauchula CRA**". Statements received after the closing time will not be accepted.

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. All questions must be received no later than 5:00 PM EST on Monday, March 10, 2025.

Prospective proposers shall not contact, communicate with, or discuss any matter relating in any way to the Request for Qualification with members of the CRA Board and the City of Wauchula City Commission, any employee of the City of Wauchula or the CRA, 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.

Statements of Qualifications 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 a term of three (3) years with the option of extending the Agreement for two (2) one (1) year terms on 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 CRA projects. The Scope of Services is 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 the consultant. The consultant shall prepare any plans or data required by the CRA to correct the consultant's 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 the 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, a schedule showing current percent complete by task, and a detailed invoice showing billings per task outlined in the approved scope of work or assignment in the TA.

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, the consultant shall notify the CRA Director within 10 working days of the effects of and cost for the proposed change. The consultant will not proceed with work on the proposed change until it receives written approval from the CRA Director and the parties execute a written Change Order setting forth in detail the changes in the scope of the project and the associated effects and cost of the change.

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 a short narrative project approach outlining how you propose to manage projects in order to meet schedule and budget requirements. Describe the firm's ability to work with City of Wauchula staff, familiarity with City of Wauchula programs and local regulatory agencies. Demonstrate the firm's knowledge of the County's and/or City's GIS system, the state plane coordinate system in Hardee County, County's permitting process, as well as local regulatory agencies.

Relative to the scope of services for the project, describe the specific ability of the firm. Include any innovative approaches to providing the services. Briefly describe firm's quality assurance/quality control program. **(Limit response to four pages maximum)**

6. 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 Nos. 3, 5, and 6.
- 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) Corresponds to submittal No. 5.
- 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)Corresponds to submittal No. 3

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 #25-01, 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 Wauchula Community Redevelopment Agency (CRA) Director's Office will receive sealed proposals only at the above address on or before 2:00 PM EST on **Tuesday, March 18, 2025**. Statements received after the closing time will not be accepted.

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

Before any work commences, the selected firm, if any, 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, and shall provide to the CRA Director original Certificates of Insurance satisfactory to the CRA to evidence such coverage. 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 and 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

In addition to any other obligation to indemnify the CRA and the City, and to the fullest extent permitted by law, the Consultant shall indemnify, protect, defend (by counsel reasonably acceptable to the CRA and the City), and hold harmless the CRA, the City, their agents, elected officials, and employees from and against any and all claims, actions, causes of action, liabilities, penalties, forfeitures, damages, losses, expenses, costs (including, without limitation, attorney's fees and cost during negotiation, through litigation, and all appeals therefrom), including but not limited to claims, actions, causes of action, liabilities, penalties, forfeitures, damages, losses, and expenses arising out of 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 (i) the failure of CONSULTANT to comply with applicable non-conflicting laws, rules or regulations; (ii) any actual or alleged act or omission of the consultant, or 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; (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 CRA or the CITY with respect to any such claims or damages arising out of the CRA's or the CITY's negligence.

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.

E-VERIFY

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, as more specifically set forth in the Continuing Services Agreement included with this RFQ.

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

Professional engineering 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 _____, 2025, 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 engineering services in connection with the planning and construction of certain projects; and

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

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

WHEREAS, pursuant to section 287.05701, Florida Statutes, the CRA 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 CRA has not given preference to any vendor based on the vendor's social, political, or ideological interests;

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 (the "Effective Date").
- 1.2 The term of this Agreement shall be for a three (3) year period, commencing upon the Effective Date, unless otherwise terminated as provided herein.
- 1.3 The CRA shall have the option of extending the Agreement for two (2) additional one (1) year terms, as approved by the CRA Board, on 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 attached as Exhibit "A" to this Agreement, 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 shall apply, with full force and effect, to any and all TAs 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 complete execution.
- 2.2 The CONSULTANT is not authorized to undertake any project without a duly executed TA.
- 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:

Wauchula Community Redevelopment Agency
107 E. Main Street
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 at 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 In addition to any other obligation to indemnify the CRA and the City, and to the fullest extent permitted by law, the Consultant shall indemnify, protect, defend (by counsel reasonably acceptable to the CRA and the City), and hold harmless the CRA, the City, their agents, elected officials, and employees from and against any and all claims, actions, causes of action, liabilities, penalties, forfeitures, damages, losses, expenses, costs (including, without limitation, attorney's fees and cost during negotiation, through litigation, and all appeals therefrom), including but not limited to claims, actions, causes of action, liabilities, penalties, forfeitures, damages, losses, and expenses arising out of 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 (i) the failure of CONSULTANT to comply with applicable non-conflicting laws, rules or regulations; (ii) any actual or alleged act or omission of the consultant, or 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; (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 CRA or the CITY with respect to any such claims or damages arising out of the CRA's or the CITY's negligence.

6.2.2 The CRA's 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, Public Records, Trade Secrets, and Publications

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

9.2 Public Records. The parties acknowledge and agree that the CRA and the City are public agencies subject to Chapter 119, Florida Statutes. To the extent

CONSULTANT is a company acting on behalf of the CRA or 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 CRA to perform the services under this Agreement.

(2) Upon request from the CRA, provide the CRA 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 CRA.

(4) Upon completion of the services under this Agreement, at no cost, either transfer to the CRA all public records in the CONSULTANT's possession or keep and maintain public records required by the CRA to perform the services. If the CONSULTANT transfers all public records to the CRA 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 CRA, upon request from the CRA, in a format that is compatible with the information technology systems of the CRA.

(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: Stephanie Camacho, City Clerk, email: scamacho@Cityofwauchula.com; fax (863) 773-0773.

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

9.3 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, and which are clearly marked or stamped as confidential by the CONSULTANT at the time of submission to the CRA, 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 CRA 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 CRA's release of the requested records.

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, 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 CRA 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 Contractor 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 the CRA 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, CRA will have all rights and remedies to terminate this Agreement consistent with Section 287.135, Florida Statutes.

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, Venue, and Waiver of Jury Trial

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

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

17.0 Non-Discrimination

17.1 The CONSULTANT warrants and represents that all of its employees are treated equally both during the hiring process and during employment without regard to race, color, religion, sex, gender, age, disability, or national origin, and that it shall not discriminate on the basis of race, color, religion, sex, gender, age, disability, or national origin in the award or performance of any subcontracts or services subcontracted to fulfill CONSULTANT's duties under this Agreement.

17.2 Discriminatory Vendor List. CONSULTANT hereby acknowledges its continuous duty to disclose to the CRA 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 Contractor under a contract with any public entity; and may not transact

business with any public entity.”

17.3 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 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: Kristie Hatcher-Bolin
G R A Y | R O B I N S O N, P.A.
One Lake Morton Drive
Lakeland, FL 33801

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 E-Verify Requirements

33.1 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/subcontractors) 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/subcontractors 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 CRA.

By entering this Agreement with the CRA, 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 CRA incurred as a result of the termination of this 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:
STEPHANIE CAMACHO
City Clerk
the State of Florida

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

By: _____
Stephanie Camacho, City Clerk

By: _____
Jessica Newman, CRA Director

By: _____
Olivia Minshew, City Manager

Date Approved by Commission: _____

Review as to form and legal sufficiency

Kristie Hatcher-Bolin
City Attorney

Date _____

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)

EXHIBIT A SCOPE OF SERVICES

Professional engineering 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 "B"
FEE SCHEDULE

**CITY OF WAUCHULA
COMMUNITY REDEVELOPMENT AGENCY**

**REQUEST FOR QUALIFICATIONS
PROFESSIONAL PLANNING SERVICES**

RFQ CRA #25-02

The Wauchula Community Redevelopment Agency (CRA) Director's Office will receive sealed statements of qualifications on or before 2:00 PM EST on **Tuesday, March 18, 2025** for professional planning services to be performed for CRA projects.

The face of the sealed envelope must be clearly marked "**RFQ CRA #25-02, Professional Planning Services for Wauchula CRA**". Statements received after the closing time will not be accepted.

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. All questions must be received no later than 5:00 PM EST on Monday, March 10, 2025.

Prospective proposers shall not contact, communicate with, or discuss any matter relating in any way to the Request for Qualification with members of the CRA Board and the City of Wauchula City Commission, any employee of the City of Wauchula or the CRA, 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.

Statements of Qualifications 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 planning services. 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 a term of three (3) years with the option of extending the Agreement for two (2) one (1) year terms on 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 planning services for the CRA relating to various CRA projects. The Scope of Services is 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 the consultant. The consultant shall prepare any plans or data required by the CRA to correct the consultant's 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 the 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, a schedule showing current percent complete by task, and a detailed invoice showing billings per task outlined in the approved scope of work or assignment in the TA.

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, the consultant shall notify the CRA Director within 10 working days of the effects of and cost for the proposed change. The consultant will not proceed with work on the proposed change until it receives written approval from the CRA Director and the parties execute a written Change Order setting forth in detail the changes in the scope of the project and the associated effects and cost of the change.

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 planning. 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 a short narrative project approach outlining how you propose to manage projects in order to meet schedule and budget requirements. Describe the firm's ability to work with City of Wauchula staff, familiarity with City of Wauchula programs and local regulatory agencies. Demonstrate the firm's knowledge of the County's and/or City's GIS system, the state plane coordinate system in Hardee County, County's permitting process, as well as local regulatory agencies.

Relative to the scope of services for the project, describe the specific ability of the firm. Include any innovative approaches to providing the services. Briefly describe firm's quality assurance/quality control program. **(Limit response to four pages maximum)**

6. 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 Nos. 3, 5, and 6.

- 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) Corresponds to submittal No. 5.
- 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)Corresponds to submittal No. 3

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 #25-02 Professional Planning Services**" and marked with the respondent's name and address. Proposals may be mailed or delivered to:

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

The Wauchula Community Redevelopment Agency (CRA) Director's Office will receive sealed proposals only at the above address on or before 2:00 PM EST on **Tuesday, March 18, 2025**. Statements received after the closing time will not be accepted.

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

Before any work commences, the selected firm, if any, 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, and shall provide to the CRA Director original Certificates of Insurance satisfactory to the CRA to evidence such coverage. 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 and 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

In addition to any other obligation to indemnify the CRA and the City, and to the fullest extent permitted by law, the Consultant shall indemnify, protect, defend (by counsel reasonably acceptable to the CRA and the City), and hold harmless the CRA, the City, their agents, elected officials, and employees from and against any and all claims, actions, causes of action, liabilities, penalties, forfeitures, damages, losses, expenses, costs (including, without limitation, attorney's fees and cost during negotiation, through litigation, and all appeals therefrom), including but not limited to claims, actions, causes of action, liabilities, penalties, forfeitures, damages, losses, and expenses arising out of 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 (i) the failure of CONSULTANT to comply with applicable non-conflicting laws, rules or regulations; (ii) any actual or alleged act or omission of the consultant, or 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; (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 CRA or the CITY with respect to any such claims or damages arising out of the CRA's or the CITY's negligence.

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.

E-VERIFY

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, as more specifically set forth in the Continuing Services Agreement included with this RFQ.

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:

Update and analyze Existing Conditions

Evaluate the CRA Master Plan programs and projects

Evaluate traffic circulation and make recommendations for access, mixed use internal capture, circulation, and multi-modal linkages

Address the development and use of public/private partnerships

Evaluate implementation strategies and make recommendations for the updated CRA Plan

Evaluate the proposed Capital Projects Programs and make recommendations for the updated CRA Plan

Update the revenue projections

Evaluate the funding options including public and private financing alternatives and make recommendations to implement the updated CRA Plan

Develop guidelines for the use of TIF revenues

Update the existing plan and specific recommendations for the efficient use/redevelopment of City and/or CRA owned parcels

Transportation planning

Assessment, evaluation, drafting and recommendations regarding land development regulations (including "green" building methods and practices, mixed use development, and other methods to implement the Comprehensive Plan Vision)

Identify what types of future businesses and services are desirable for the community

Ensure that new development is of high quality, compatible with the existing environment, and maintains existing community character

Other professional services that the CRA may desire

EXHIBIT 2 CONTINUING SERVICES AGREEMENT

THIS AGREEMENT entered into this _____ day of _____, 2025, 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 #25-02, included by reference as to the scope of services contained herein; and

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

WHEREAS, pursuant to section 287.05701, Florida Statutes, the CRA 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 CRA has not given preference to any vendor based on the vendor's social, political, or ideological interests;

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 (the "Effective Date").
- 1.2 The term of this Agreement shall be for a three (3) year period, commencing upon the Effective Date, unless otherwise terminated as provided herein.
- 1.3 The CRA shall have the option of extending the Agreement for two (2) additional one (1) year terms, as approved by the CRA Board, on 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 attached as Exhibit "A" to this Agreement, 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 shall apply, with full force and effect, to any and all TAs 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 complete execution..
- 2.2 The CONSULTANT is not authorized to undertake any project without a duly executed TA.
- 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:

Wauchula Community Redevelopment Agency
107 E. Main Street
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 at 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 In addition to any other obligation to indemnify the CRA and the City, and to the fullest extent permitted by law, the Consultant shall indemnify, protect, defend (by counsel reasonably acceptable to the CRA and the City), and hold harmless the CRA, the City, their agents, elected officials, and employees from and against any and all claims, actions, causes of action, liabilities, penalties, forfeitures, damages, losses, expenses, costs (including, without limitation, attorney's fees and cost during negotiation, through litigation, and all appeals therefrom), including but not limited to claims, actions, causes of action, liabilities, penalties, forfeitures, damages, losses, and expenses arising out of 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 (i) the failure of CONSULTANT to comply with applicable non-conflicting laws, rules or regulations; (ii) any actual or alleged act or omission of the consultant, or 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; (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 CRA or the CITY with respect to any such claims or damages arising out of the CRA's or the CITY'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, Public Records, Trade Secrets, and Publications

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

9.2 Public Records. The parties acknowledge and agree that the CRA and the City are public agencies subject to Chapter 119, Florida Statutes. To the extent CONSULTANT is a company acting on behalf of the CRA or 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 CRA to perform the services under this Agreement.

(2) Upon request from the CRA, provide the CRA 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 CRA.

(4) Upon completion of the services under this Agreement, at no cost, either transfer to the CRA all public records in the CONSULTANT's possession or keep and maintain public records required by the CRA to perform the services. If the CONSULTANT transfers all public records to the CRA 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 CRA, upon request from the CRA, in a format that is compatible with the information technology systems of the CRA.

(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: Stephanie Camacho, City Clerk, email: scamacho@Cityofwauchula.com; fax (863) 773-0773.

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

9.3 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, and which are clearly marked or stamped as confidential by the CONSULTANT at the time of submission to the CRA, 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 CRA 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 CRA's release of the requested records.

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, 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 CRA 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 Contractor 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 the CRA 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, CRA will have all rights and remedies to terminate this Agreement consistent with Section 287.135, Florida Statutes.

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 nonperforming 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, Venue, and Waiver of Jury Trial

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

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

17.0 Non-Discrimination

17.1 The CONSULTANT warrants and represents that all of its employees are treated equally both during the hiring process and during employment without regard to race, color, religion, sex, gender, age, disability, or national origin, and that it shall not discriminate on the basis of race, color, religion, sex, gender, age, disability, or national origin in the award or performance of any subcontracts or services subcontracted to fulfill CONSULTANT's duties under this Agreement.

17.2 Discriminatory Vendor List. CONSULTANT hereby acknowledges its continuous duty to disclose to the CRA 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 Contractor under a contract with any public entity; and may not transact business with any public entity."

17.3 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 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:

Wauchula 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: Kristi Hatcher-Bolin
G R A Y | R O B I N S O N
One Lake Morton Drive
Lakeland, FL 33801

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 E-Verify Requirements

33.1 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/subcontractors) 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/subcontractors 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 CRA.

By entering this Agreement with the CRA, 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 CRA incurred as a result of the termination of this 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:
STEPHANIE CAMACHO
City Clerk
the State of Florida

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

By: _____
Holly Smith, City Clerk

By: _____
Jessica Newman, CRA Director

By: _____
Olivia Minshew, City Manager

Date Approved by Commission: _____

Review as to form and legal sufficiency

Thomas A. Cloud, Esquire
City Attorney

Date _____

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)

EXHIBIT 1 DESCRIPTION OF SERVICES

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

- Update and analyze Existing Conditions
- Evaluate the CRA Master Plan programs and projects
- Evaluate traffic circulation and make recommendations for access, mixed use internal capture, circulation, and multi-modal linkages
- Address the development and use of public/private partnerships
- Evaluate implementation strategies and make recommendations for the updated CRA Plan
- Evaluate the proposed Capital Projects Programs and make recommendations for the updated CRA Plan
- Update the revenue projections
- Evaluate the funding options including public and private financing alternatives and make recommendations to implement the updated CRA Plan
- Develop guidelines for the use of TIF revenues
- Update the existing plan and specific recommendations for the efficient use/redevelopment of City and/or CRA owned parcels
- Transportation planning
- Assessment, evaluation, drafting and recommendations regarding land development regulations (including “green” building methods and practices, mixed use development, and other methods to implement the Comprehensive Plan Vision)
- Identify what types of future businesses and services are desirable for the community
- Ensure that new development is of high quality, compatible with the existing environment, and maintains existing community character
- Other professional services that the CRA may desire

EXHIBIT "B"
FEE SCHEDULE