



## **CITY COMMISSION AND CRA BOARD WORKSHOP AGENDA**

**Monday, July 07, 2025 at 5:00 PM**

**Historic City Hall, Commission Chambers – 225 East Main Street, Suite 105**

**[www.cityofwauchula.gov](http://www.cityofwauchula.gov)**

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### **INVOCATION**

### **PLEDGE OF ALLEGIANCE**

### **CALL TO ORDER**

### **ROLL CALL**

### **OPEN COMMISSION WORKSHOP**

- 1.** ITN 25-01 Self Insured Pools Bid Recommendation
- 2.** Hardee County BOCC - US Highway 17 Property Development
- 3.** Fund Balance Request for Tennessee & Alabama Paving Projects
- 4.** ITB 25-01 Award Recommendation
- 5.** ITB 25-02 Award Recommendation
- 6.** RFQ 25-01 CEI Services - Alabama Street Resurfacing Project
- 7.** RFQ 25-02 CEI Services - Tennessee Street Resurfacing Project
- 8.** School Zone Side Road Flashing Lights
- 9.** Ordinance 2025-11 Annexation of 572 Stenstrom Rd

### **CITY ATTORNEY REPORTS**

### **CITY MANAGER REPORT**

### **CITY COMMISSIONER REPORTS**

### **CLOSE COMMISSION WORKSHOP**

### **OPEN CRA WORKSHOP**

- 10.** Florida Voluntary Cleanup Tax Credits Agreement

### **ADJOURNMENT**

126 S. 7th Avenue  
Wauchula, FL 33873



Phone (863) 773-3535  
Fax (863) 773-0773

**TO:** City Commissioner

**FROM:** Olivia Minshew, City Manager

**DATE:** July 7, 2025

**SUBJECT:** Final Recommendations from ITN 25-01 – Health Insurance and Agent of Record

### **Background**

The City of Wauchula currently offers employees a fully insured health plan through United Healthcare, along with ancillary benefits such as dental, vision, and life insurance. As part of our ongoing efforts to ensure competitive benefits and responsible fiscal management, the City issued ITN 25-01 to evaluate self-funded pool options for health insurance coverage.

The City has previous experience with self-funded health insurance and sought to assess whether rejoining such a model would provide better long-term value.

### **Procurement & Review Process**

- One proposal was received from Public Risk Management (PRM), using Florida Blue as the medical carrier.
- The proposal was reviewed and scored by the Insurance Review Committee on May 27.
- Final offers were presented by both PRM and United Healthcare on June 5.
- The Committee voted to recommend transitioning to the PRM self-funded pool based on benefit strength, pharmacy coverage, provider network access, and pricing.
- The Committee reconvened to finalize specific plan design recommendations and discuss ancillary coverages on June 19.

### **Final Recommendations**

#### **1. Medical Insurance**

- Transition medical coverage to PRM's self-funded pool (Florida Blue).
- Offer two plan options:
  - High-Deductible Plan (HDHP) with City-funded HSA contributions (base plan).
  - Co-Pay Plan, offered at the same employee cost this year, with potential to become a "buy-up" plan in the future.

## 2. Ancillary Benefits

- Move all ancillary coverages to PRM:
  - Dental – Florida Combined Life (economy, mid, and high tier options)
  - Vision – VSP
  - Life Insurance – The Standard

## 3. Agent of Record – Non-Renewal

- Issue formal notice of non-renewal to current agent of record, Acentria Public Risk, per the terms of the contract executed August 14, 2023.
- A notice dated June 23, 2025 was sent via certified mail, more than 90 days prior to the contract's expiration on September 30, 2025, fulfilling the agreement's requirements for non-renewal.

## Action Items for Commission Approval

The Commission is asked to approve the following:

1. Transition the City's medical insurance to the PRM self-funded pool, with two employee plan options (HDHP with HSA and a co-pay plan).
2. Move ancillary benefits (dental, vision, life) to PRM.
3. Retroactively approve the City's issuance of notice of non-renewal to Acentria Public Risk, thereby terminating the current Agent of Record agreement effective September 30, 2025.

Educational sessions for employees are scheduled for late July, should the switch to PRM be approved.

Many thanks to Avail Benefits for supporting the City through this process. They have been a trusted resource to help in evaluating our options.

126 S. 7th Avenue  
Wauchula, FL 33873



Phone (863) 773-3535  
Fax (863) 773-0773

**TO:** City Commissioner  
**FROM:** Olivia Minshew, City Manager  
**DATE:** July 7, 2025  
**SUBJECT:** Request to Use Fund Balance for Road Paving Projects

**Background:**

The City has received grant funding to support two separate road paving projects. These grants are structured to cover the combined costs of design, construction, and construction engineering and inspection (CEI) services.

Design for both projects has already been completed, and we have now received and opened construction bids. With both the design and construction costs known, we can begin estimating the full project costs.

**Funding Gap:**

Based on current figures, we anticipate that once CEI services are included—estimated at approximately 12% of the construction cost—we will exceed the available grant funding. The projected shortfall for both projects combined is approximately **\$120,000**.

This figure is an estimate and may vary depending on final CEI proposals or any unforeseen construction adjustments. However, it represents a reasonable projection of the minimum amount of local funding that will be needed to move forward.

**Recommendation:**

Staff recommends using fund balance to cover the anticipated shortfall so we may proceed with awarding the construction bids and initiating the CEI procurement process. Doing so will:

- Ensure the City can fully utilize the grant funding awarded.
- Avoid delays that could affect project schedules or funding eligibility.
- Complete much-needed roadway improvements that will benefit the community.

**Request:**

Staff respectfully requests Commission approval to allocate up to **\$120,000 from fund balance**, with the understanding that this amount may be adjusted slightly based on final CEI costs or other project-related expenses. Your authorization will allow us to advance both projects into the next phase.

Respectfully,

**Olivia Minshew**  
City Manager



June 25, 2025

Stephanie Camacho  
City Clerk  
126 S 7th Avenue  
Wauchula, Florida 33873

RE: Tennessee Street Roadway and Drainage Improvements  
Recommendation to Award

Dear Ms. Camacho:

A total of four (4) responsive bids were received on June 24, 2025 for the above-referenced project. One bid by Sun Civil was unresponsive due to lack of acknowledgement of all addenda and using an obsolete bid form. Bid prices ranged from a low of \$446,422.36 (submitted by Cobb Site Development) to a high of \$767,783.00 (submitted by Cathcart Construction).

The bidding documents requested one (1) from each bidder. The bid is for a final completion time of 210 calendar days and Cobb Site Development was the lowest bidder.

There were some irregularities, in my professional opinion, with Cobb's bid, namely dates of the addenda received; an incomplete drug free workplace form; and a listing of the names of subcontractors to be used; and minor arithmetic errors in the bid.

Aside from these minor irregularities, based upon the information provided with each bid and in consideration of the terms and conditions set forth in the contract document, Kimley-Horn recommends the project be awarded to Cobb Site Development.

If you have any questions, please feel free to contact me.  
Very truly yours,

Sincerely,

Digitally signed by Mark  
S Davies  
**Mark S Davies**  
Date: 2025.06.25  
13:54:00-04'00'

Mark S. Davies, P.E. LEED AP  
Project Manager



June 25, 2025

Stephanie Camacho  
City Clerk  
126 S 7th Avenue  
Wauchula, Florida 33873

RE: Alabama Street Roadway and Drainage Improvements  
Recommendation to Award

Dear Ms. Camacho:

A total of four (4) responsive bids were received on June 24, 2025 for the above-referenced project. Bid prices ranged from a low of \$323,683.43 (submitted by Cobb Site Development) to a high of \$681,156.00 (submitted by Cathcart Construction).

The bidding documents requested one (1) bid from each bidder. The bid is for a final completion time of 210 calendar days and Cobb Site Development was the lowest bidder.

There were some irregularities, in my professional opinion, with Cobb's bid, namely dates of the addenda received; an incomplete drug free workplace form; and minor arithmetic errors in the bid.

Aside from these minor irregularities, based upon the information provided with each bid and in consideration of the terms and conditions set forth in the contract document, Kimley-Horn recommends the project be awarded to Cobb Site Development.

If you have any questions, please feel free to contact me.

Sincerely,

Digitally signed by  
Mark S Davies  
Date: 2025.06.25  
13:52:05-04'00'

Mark S. Davies, P.E. LEED AP  
Project Manager

# CITY OF WAUCHULA

## REQUEST FOR QUALIFICATIONS

### CONSTRUCTION, ENGINEERING AND INSPECTION (CEI) SERVICES ALABAMA STREET RESURFACING PROJECT RFQ #25-01

The City Clerk's Office will receive sealed statements of qualifications from professional firms **on or before 2:00 PM EST on Wednesday, August 13, 2025 (the "Closing Time")**, for CEI services to be performed for the Alabama Street Resurfacing Project.

The face of the sealed envelope must be clearly marked **"RFQ #25-01, Construction, Engineering and Inspection (CEI) Services for Alabama Street Resurfacing Project"**. 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 RFQ must be in writing and must be sent to **Stephanie Camacho, City Clerk**, email: [scamacho@cityofwauchula.com](mailto:scamacho@cityofwauchula.com); fax (863) 773-0773. All questions must be received by 2:00 PM EST, Friday, July 28, 2025.

***Prospective consultants shall not contact, communicate with or discuss any matter relating in any way to the Request for Qualification with the City Commissioners, any employee of the City of Wauchula, other than the City Clerk 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 must be mailed, express mailed, or hand delivered to:

**City of Wauchula  
Stephanie Camacho, City Clerk  
126 S. 7th Avenue  
Wauchula, Florida 33873**

## INTRODUCTION

The City of Wauchula, a political subdivision of the State of Florida, seeks the submittal of statements of qualifications from qualified firms who are interested in providing professional services for construction, engineering, and inspection (CEI) services for the Alabama Street Resurfacing Project.

This RFQ is for CEI services in conjunction with the Alabama Street Resurfacing Project. The proposed scope of work includes addressing road and geometric design issues with the existing road, reconstruction and widening of the existing roadway, reworking shoulders, replacement of deficient cross and side drains, and replacement of signage to meet new retro reflectivity standards.

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 City 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 will 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 City Commission, prospective consultants are prohibited from meeting with or discussing a submittal with any member of the selection committee or the City Commission.

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

It is the intent of the City to select and negotiate Master Consulting Agreements with one (1) or more firms to provide CEI services in conjunction with the Alabama Street Resurfacing Project. Consultants will be chosen based upon the expertise and experience listed as it pertains to the work described. Selection of one or more qualified firms under this RFQ is not a guarantee of work. No Consultant shall be employed as the City's exclusive consultant.

The term of the Master Consulting Agreement will be for the period of time necessary to complete the Alabama Street Resurfacing Project.

During contract negotiations, the City will negotiate fee schedules in accordance with the Purchasing Procedures set forth in the City's Purchasing Policy, with the goal of establishing standardized rates. The fee schedule may be adjusted upon mutual written agreement, no earlier than one year from the effective date of the agreement.

## SCOPE OF SERVICES

Construction, engineering, and inspection (CEI) services for the Alabama Street Resurfacing Project for .24 miles of Alabama Street from Ohio Avenue to Florida Avenue which includes



pavement markings, signage and drainage improvements. Associated safety and drainage improvements will also be addressed, as appropriate.

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

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

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

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

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

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

## 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 City of Wauchula 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 City for the purpose of interpreting the information obtained and to correct any errors or omissions made by it. The Consultant shall prepare any plans or data 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 Department of Business and Professional Regulation for Professional Engineers, Land Surveyors, or other professionals as required being in the full employment of the Consultant and/or its subconsultants and responsible for the work prescribed.

## 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. 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 on this project. 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 indicate firm, proposed team and individuals experience on contracts of similar size and scope within the past five (5) years. List shall include a maximum of ten (10) recent projects. 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. If subconsultants or a joint venture is proposed, past working relationships on similar projects must be indicated. Indicate if the proposed team for this contract has successfully worked together on the listed projects. Provide references for the past experience cited above, including contact person, title, telephone number, email address, project location, services provided, and contract amount. **(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 City of Wauchula. **(Limit response to one page maximum per subconsultant)**
7. Provide documentation and a signed certification of the firm's status as a Certified Minority Business Enterprise and/or Certified Veteran's Business Enterprise, if applicable; identify minority and/or veteran firm participation as subconsultants; and submit the subconsultant's certification; and explain how the firm will encourage minority and/or veteran participation in the projects. **(Limit response to one page maximum)**
8. Completed Surveys (See Exhibit 1)

Pursuant to section 287.05701, Florida Statutes, the City is prohibited from, and will not request documentation of or consider, a vendor's social, political, or ideological interests when determining if the vendor is a responsible vendor. Moreover, the City will not give preference to a vendor based on the vendor's social, political, or ideological interests.

## SELECTION AND EVALUATION PROCEDURES

A Professional Services Selection Committee (PSSC) will review the statements of qualifications received. The evaluation criteria listed below will be utilized to rank the firms. Interviews with the firms may be scheduled with the PSSC for final ranking and recommendation to the City Commission. The City shall be the sole judge of its own best interests, the statements, and the resulting negotiated agreement. The City's decisions will be final.

Consultants will be evaluated using a number of factors including, but not limited to, the following:

1. Experience and expertise of the consulting firm and its key personnel in projects similar to those in the Request for Qualifications. (30 points maximum) Corresponds to submittals No. 2, No. 3, and No. 4 above.
2. Client surveys on the consulting firm (Maximum 10 surveys). (10 points maximum) Corresponds to submittal No. 8 above.
3. Approach to the project, management and ability to work with City of Wauchula staff and local regulatory agencies. (20 points maximum) Corresponds to submittal No. 5 above.
4. Ability to create innovative approaches. (5 points maximum) Corresponds to submittal No. 5 above.
5. Ability to complete projects in a timely manner. (10 points maximum) Corresponds to submittal No. 4 above.
6. Appropriate team member and experience. (5 points maximum) Corresponds to submittal No. 3 above.
7. Certified minority firm or extent of certified minority firm participation as subconsultants. (10 points maximum) Corresponds to submittal No. 7 above.

Certified minority firm (10 points)

Certified minority firm subconsultant (2 points per firm)

8. Location of key personnel (10 points maximum) Corresponds to submittal No. 3 above.

Firms located in Hardee County (10 points)

Firms located in contiguous counties (7 points)

All other firms (4 points)

Various provisions of Chapters 287 and 295, Florida Statutes, provide qualifying vendors the advantage of "tie breakers" whenever two or more bids, proposals, or replies received by an agency are equal with respect to price, quality, and service. In order to take advantage of these "tie breakers," a vendor who meets the statutory qualifications of one or more of these "tie

breakers” must certify that it qualifies for the cited preference. Completion of a certification is optional for qualifying vendors; however, a vendor waives all rights to consideration of a “tie breaker” if it fails to submit the certification on or before the deadline to submit its bid, proposal, or response.

The procedures required by section 120.57(3), Florida Statutes, including the uniform rules of procedure set forth in Fla. Admin. Code 28-110.001, et seq., shall govern protests to the solicitation or award.

The City will provide notice of its decision or intended decision by electronic posting. Failure to file a protest within the time prescribed in section 120.57(3), Florida Statutes, or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under chapter 120, Florida Statutes.

Any person adversely affected by the City’s decision or intended decision shall file with the agency a notice of protest in writing within 72 hours after the posting of the notice of decision or intended decision.

With respect to a protest of the terms, conditions, and specifications contained in a solicitation, including any provisions governing the methods for ranking bids, proposals, or replies, awarding contracts, reserving rights of further negotiation, or modifying or amending any contract, the notice of protest shall be filed in writing within 72 hours after the posting of the solicitation. The formal written protest shall be filed within 10 days after the date the notice of protest is filed. Failure to file a notice of protest or failure to file a formal written protest shall constitute a waiver of proceedings under this chapter. The formal written protest shall state with particularity the facts and law upon which the protest is based. Saturdays, Sundays, and state holidays shall be excluded in the computation of the 72-hour time periods provided by this paragraph.

Pursuant to section 287.05701, Florida Statutes, the City is prohibited from, and will not request documentation of or consider, a vendor’s social, political, or ideological interests when determining if the vendor is a responsible vendor. Moreover, the City will not give preference to a vendor based on the vendor’s social, political, or ideological interests.

## RESPONSE

Interested parties are invited to submit one (1) original marked “ORIGINAL” and five (5) copies marked “COPY” of their statement of qualifications in a sealed envelope to the City Clerk. The envelope should be labeled “**RFQ #25-01, Construction Engineering and Inspection Services for Alabama Street Resurfacing Project**” and marked with the respondent’s name and address. Statements must be mailed or delivered to:

**City of Wauchula  
Stephanie Camacho, City Clerk  
126 S. 7th Avenue  
Wauchula, Florida 33873**

The submittal must be received by the City only at the above address prior to **2:00 p.m. on Wednesday, August 13, 2025.**

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 City Clerk 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 qualifiers shall not contact, communicate with, or discuss any matter relating in any way to the Request for Qualifications with any member of the City Commission or any employee of the City of Wauchula other than the City Clerk 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. Any such communication initiated by a submitter **shall** be grounds for disqualifying the offending submitter from consideration for award of the proposal and/or any future proposal.

### **INSURANCE REQUIREMENTS**

Before any work commences, CONSULTANT shall, without in any way altering their liability, obtain, pay for, and maintain insurance for the coverages and amounts of coverage not less than those set forth below and as set forth in Sections 4.2 through and including 4.7 of the Contract attached to this RFQ as Exhibit A, and shall provide the CITY with a Certificate of Insurance and an opportunity to inspect a certified copy of each policy applicable to this Agreement as more fully addressed in the Contract attached to this RFQ as Exhibit A. The Certificate of Insurance must name as an additional insured the City of Wauchula and all of its Officers, Agents, Employees, and City Commissioners, excluding worker's compensation and professional liability, and comply with the provisions set forth in the Contract attached to this RFQ as Exhibit A. 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. Absent the City's written permission, the firm's self-insured retention or deductible per line of coverage shall not exceed \$25,000. The City 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 these provisions, the City may, at its option and on notice to the firm, suspend the project for cause until there is full compliance. Alternatively, the City may purchase such insurance at the firm's expense, provided that the City shall have no obligation to do so. The City's purchase of insurance covered shall not relieve or excuse the firm of its obligation to obtain and maintain such insurance amounts and coverages.

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 coverages:

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 coverages;

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. \$1,000,000 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 City and to the fullest extent permitted by law, the City shall indemnify, defend (by counsel reasonably acceptable to City), protect, and hold harmless the City, its agents, elected officials, and employees from and against, any and all claims, actions, causes of action, liabilities, penalties, forfeitures, damages, losses, and expenses (including, without limitation, attorney's fees and costs during negotiation, through litigation and all appeals therefrom), including but not limited to, claims, actions, causes of action, liabilities, penalties, forfeitures, damages, losses, and expenses, arising out of or related to any actual or alleged bodily injury, sickness, disease or death, or injury or damage to tangible property whatsoever, including the loss of use resulting therefrom, or any other damage or loss arising out of or resulting from (i) the failure of CONSULTANT to comply with applicable non-conflicting laws, rules or regulations; (ii) the breach by CONSULTANT of its obligations under this Agreement; (iii) any claim for trademark, patent or copyright infringement arising out of the scope of CONSULTANT's performance of this Agreement; (iv) the negligent act, errors or omissions, or intentional or willful misconduct, of CONSULTANT, its sub-consultants, agents, employees and invitees; or (v) liens, claims or actions made by the consultant or any subcontractor or other party performing the work; provided, however, that CONSULTANT shall not be obligated to defend or indemnify the CITY with respect to any such claims or damages arising out of the CITY's negligence.

To the extent provided by law, CONSULTANT shall indemnify, defend, and hold harmless the City and the State of Florida, Department of Transportation, including the Department's officers, agents, and employees, against any actions, claims, or damages arising out of, relating to, or resulting from negligent or wrongful act(s) of CONSULTANT, or any of its officers, agents, or employees, acting within the scope of their office or employment, in connection with the rights granted to or exercised by CONSULTANT.

## **PUBLIC ENTITY CRIMES STATEMENT**

Pursuant to Section 287.133, Florida Statutes, 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, Florida Statutes, 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/NONDISCRIMINATION**

The City is an equal opportunity/affirmative action employer. The City is committed to equal opportunity employment and expects firms that do business with the City to have a vigorous affirmative action program. Any proposer who enters a contract with the City must covenant and agree that no employee or applicant for employment with the proposer's company will be discriminated against during the course of employment or in the application process with respect to hiring, tenure, terms, conditions, or privileges of employment, because of race, color, religion, sex, gender, age, disability, national origin, marital status, political affiliation, familial status, pregnancy, gender or sexual orientation, or veteran or service member status.

Any proposer who enters into a Contract with the City must also acknowledge its continuous duty to disclose to the City if it or any of its affiliates, as defined by Section 287.134(1)(a), Florida Statutes, has been placed on the Discriminatory Vendor List. Pursuant to Section 287.134(2)(a), Florida Statutes: "An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity."



## WOMEN/MINORITY BUSINESS ENTERPRISE OUTREACH

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

## DEVELOPMENT COSTS

Neither the City 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 statements 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 Master Consulting Agreement to be entered into with the successful proposer(s) is included with this RFQ as Attachment A.

All contracts are subject to final approval of the City of Wauchula City Commission. Persons or firms who incur expenses or change position in anticipation of a contract prior to the Commission'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 and are public records under Chapter 119, Florida Statutes. Proposers are required to **identify specifically** any information contained in their proposals which they consider confidential and/or proprietary, or trade secrets and which they believe to be exempt from disclosure.

All proposals received in response to this Request for Qualifications will become the property of the City 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 City.

## E-VERIFY REQUIREMENTS

Effective January 1, 2021, public and private employers, contractors, and subcontractors must require registration with, and use of the E-Verify system in order to verify the work authorization

status of all newly hired employees. All proposers are hereby notified that the City requires all vendors, contractors, and subcontractors to register with and use the E-Verify system as more fully set forth in the Contract attached to this RFQ as Exhibit A.

## **LIMITATIONS**

This RFQ does not commit the City of Wauchula to award a contract. Proposers will assume all costs incurred in the preparation of their response to this RFQ. The City 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 any and all submittals.

## EXHIBIT 1

### DETAILED INSTRUCTIONS ON HOW TO PREPARE AND SEND PERFORMANCE SURVEYS

#### Overview

The objective of this process is to identify the past performance of the firm submitting a proposal package for RFQ # 25-01, Construction, Engineering and Inspection Services for the Alabama Resurfacing Project. This is accomplished by sending survey forms to past customers. The customers will return the forms directly to the Consultant. The Consultant is to include all surveys in their proposal package.

#### Sending the Survey

The surveys shall be sent to customers for whom the Consultant has performed Construction, Engineering and Inspection Services within the past ten (10) years with an emphasis on similar size and scope as defined in the scope of services.

The Consultant shall provide a minimum of three (3) and a maximum of ten (10) surveys for past projects.

1. The Consultant shall complete the following information for each customer that a survey will be sent

CODE	A unique (different) number assigned to each project
CLIENT NAME	Name of the company or institution that the work was performed for (i.e. Cactus School District, Rock Industries, City of Austin).
FIRST NAME	First name of the person who will answer customer satisfaction questions.
LAST NAME	Last name of the person who will answer customer satisfaction questions.
PHONE NUMBER	Current phone number for the reference (including area code).
FAX NUMBER	Current fax number for the reference (including area code).
EMAIL ADDRESS	Current email address for the reference.
PROJECT NAME	Name of the project (Bird High School A-Wing, Warehouse B, etc.).
COST OF PROJECT	Awarded cost of project (\$50,000)
DATE INSTALLED	Date when the project was completed. (i.e. 5/31/1995)

2. The Consultant is responsible for verifying that their information is accurate prior to submission for references.
3. The survey must contain different projects. You cannot have multiple people evaluating the same job. However, one person may evaluate several different jobs.
4. The past projects can be either completed or on-going.

5. The past client/owner must evaluate and complete the survey.

Item # 6.

**Reference List**

1. Consultant shall list all references to which a survey was submitted and return the list in the proposal.

Code	
Client name	
Reference name (first & last)	
Phone number	
Fax number	
Email address	
Project name	
Cost of project	
Date installed	

Code	
Client name	
Reference name (first & last)	
Phone number	
Fax number	
Email address	
Project name	
Cost of project	
Date installed	

**Preparing the Surveys**

1. The firm is responsible for sending out a performance survey to a minimum of three (3) and a maximum of ten (10) clients. The survey is attached.
2. The firm should enter the Survey ID (Code), past clients' contact information, and project information on each survey form for each reference. The team member should also enter the name of the Consultant being surveyed. The Survey ID is a unique number that the

Consultant assigns. No two surveys for the Contractor should have the same number.

3. All the information on the survey form must match the reference information provided in the proposal.
4. The firm is responsible for making sure that their past clients receive the survey, complete the survey, and return the survey to the Consultant.
5. As stated before, the City of Wauchula may contact the reference for additional information or to clarify survey data. If the reference cannot be contacted, there will be no credit given for that reference.

## Survey Questionnaire – City of Wauchula (Professional Engineering Services)

Item # 6.

To: \_\_\_\_\_ Survey ID \_\_\_\_\_  
(Name of person completing survey)

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Subject: Past Performance Survey of: \_\_\_\_\_  
(Name of Company)

\_\_\_\_\_  
(Name of Individuals)

**Rate each of the criteria on a scale of 1 to 10, with 10 representing that you were very satisfied (and would hire the firm/individual again) and 1 representing that you were very unsatisfied (and would never hire the firm/individual again). Please rate each of the criteria to the best of your knowledge. If you do not have sufficient knowledge of past performance in a particular area, leave it blank.**

Client Name: \_\_\_\_\_ Date Completed \_\_\_\_\_  
Project Name: \_\_\_\_\_

NO	CRITERIA	UNIT	
1	Ability to manage cost control	(1-10)	
2	Ability to maintain project schedule (complete on-time or early)	(1-10)	
3	Quality of workmanship	(1-10)	
4	Professionalism and ability to manage	(1-10)	
5	Close out process	(1-10)	
6	Ability to communicate with County/City staff	(1-10)	
7	Ability to resolve issues promptly	(1-10)	
8	Ability to follow protocol	(1-10)	
9	Ability to maintain proper documentation	(1-10)	
10	Ability to provide construction management	(1-10)	
11	Overall customer satisfaction and comfort level in hiring vendor/individual again	(1-10)	

\_\_\_\_\_  
Printed Name (of Evaluator) Signature (of Evaluator)  
Thank you for your time and effort in assisting the City of Wauchula in this important endeavor.

Please fax the completed survey to: \_\_\_\_\_  
(Consultants fax number)

## MASTER CONSULTING AGREEMENT

THIS AGREEMENT entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2025, between the CITY OF WAUCHULA, a municipal corporation, organized and existing under the laws of the State of Florida, by and through its City Commission, situated at 126 S. 7th Avenue, Wauchula, Florida 33873, hereinafter referred to as CITY, and \_\_\_\_\_ a \_\_\_\_\_ corporation, headquartered at \_\_\_\_\_ hereinafter referred to as CONSULTANT, and whose Federal Employer Identification Number is \_\_\_\_\_.

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

WHEREAS, CITY has been awarded state funding through FDOT's Small County Outreach Program to resurface Alabama, as well as federal funding under the American Rescue Plan Act of 2021, Pub. L. No. 117-2 ("ARPA"); and

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

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

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

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

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

### **1.0 Term**

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

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

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

## **2.0 Services to Be Performed by CONSULTANT**

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

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

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

## **3.0 Compensation**

### **3.1 General**

3.1.1 CITY shall pay CONSULTANT in accordance with Exhibit "B", "Fee Schedule", which is attached hereto and incorporated by reference as part of this Agreement. The fee schedule identifies all job classifications that will perform billable services pursuant to this Agreement and the fee for each job classification. Performance of work by personnel in job classifications not listed on the fee schedule will result in nonpayment for such services.

3.1.2 The Fee Schedule, as set out in Exhibit "B" may be adjusted by an Amendment to the Master Consulting Agreement, after mutual written agreement of the parties. Such amendments may be executed annually, no earlier than one year from the effective date



of the Agreement. The City Manager will approve and execute any fee schedule amendment mutually agreed by the parties in writing. Such amendment shall operate prospectively only and shall not alter fee schedules for CSAs in effect at the time of the amendment.

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

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

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

City of Wauchula  
126 S. 7th Avenue  
Wauchula, FL 33873

3.1.6 In order for both parties herein to close their books and records, the CONSULTANT will clearly state "Final Invoice" on the CONSULTANT's final/last invoice to the CITY. This certifies that all services have been properly performed and all charges and costs have been invoiced to the CITY. Since this account will thereupon be closed, the CONSULTANT waives any and other further charges not properly included on this final invoice.

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

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

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

### 3.2 Reimbursable expenses

3.2.1 All requests for payment of "out-of-pocket" expenses eligible for reimbursement under the terms of this Agreement shall be reimbursed per the fee schedule outlined in "Exhibit B" contained herein. All requests for reimbursement of expenses must include copies of paid receipts, invoices or other documentation acceptable to the City's Finance Director. In order to be reimbursed, CONSULTANT must provide documentation sufficient to

establish that the expense was actually incurred and necessary in the performance of the Scope of Work described in this Agreement or CSA.

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

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

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

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

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

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

3.2.7 CONSULTANT shall maintain a current inventory of all such assets, i.e., durable goods, as described in Section 3.2.6.

## **4.0 Insurance**

### **4.1 General Provisions**

4.1.1 Before any work commences, CONSULTANT shall, without in any way altering their liability, obtain, pay for, and maintain insurance for the coverages and amounts of coverage not less than those set forth below in Sections 4.2 through and including 4.7, and shall provide the CITY with a Certificate of Insurance and an opportunity to inspect a certified copy of each policy applicable to this Agreement. The Certificate of Insurance must name as an additional insured the City of Wauchula and all of its Officers, Agents, Employees, and City Commissioners, excluding worker's compensation and professional liability; must provide that such insurance is primary to any other insurance available to the additional insureds with respect to claims covered under the policy; and must provide that such insurance coverage applies separately to each insured against whom claims are made or suit is brought; but the inclusion of more than one insured shall not operate to increase the insurer's limit of liability. CONSULTANT

shall thereafter provide the CITY an annual Certificate of Insurance satisfactory to the CITY to evidence such coverage. Such Certificates of Insurance will provide that there shall be no termination, non-renewal, modification or expiration of such coverage without thirty (30) days prior written notice to the CITY. CONSULTANT shall maintain, at all times, the minimum levels of insurance set forth below.

4.1.2 The CITY shall be named as an additional insured on all CONSULTANT policies related to the project, excluding professional liability and worker's compensation. All policies required under this section must be an "Occurrence" form. The policies shall contain a waiver of subrogation in favor of the City of Wauchula. All insurance coverage shall be written with an insurer having an A.M. Best Rating of a least the "A" category and size category of VIII.

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

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

4.1.5 CITY may, at its sole discretion, purchase such insurance at CONSULTANT's expense provided that the CITY shall have no obligation to do so and if the CITY shall do so, it shall not relieve CONSULTANT of its obligation to obtain insurance.

4.1.6 The CONSULTANT shall not be relieved of or excused from the obligation to obtain and maintain such insurance amount and coverages.

4.1.7 To the extent applicable, CONSULTANT will ensure that all subcontractors comply with the requirements of this Section relating to insurance, and maintain coverage throughout the term of the Service Agreement. All CONSULTANT's sub-contractors shall be required to include CITY and CONSULTANT as additional insured on their General Liability Insurance policies.

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

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

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

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

4.3.1 Premises and Operations:

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

4.3.2 Independent Contractors:

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

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

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

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

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

## 5.0 Standard of Care

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

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

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

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

## **6.0 Indemnification**

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

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

6.2.1 CONSULTANT, to the extent permitted by law, shall indemnify, defend (by counsel reasonably acceptable to CITY), protect, and hold CITY, and its officers, employees, City Commissioners, and agents, free and harmless from and against any and all claims, actions, causes of action, liabilities, penalties, forfeitures, damages, losses, and expenses, (including, without limitation, attorney 's fees and costs during negotiation, through litigation and all appeals therefrom), including but not limited to, claims, actions, causes of action, liabilities, penalties, forfeitures, damages, losses, and expenses arising out of or related to any actual or alleged bodily injury, sickness, illness, or death or injury or damage to any tangible property whatsoever, including the loss of use resulting therefrom, or any other damage or loss arising out of or resulting from (i) the failure of CONSULTANT to comply with applicable non-conflicting laws, rules or regulations, (ii) the breach by CONSULTANT of its obligations under this Agreement, (iii) any claim for trademark, patent or copyright infringement arising out of the scope of CONSULTANT 's performance of this Agreement, or (iv) the negligent act, errors or omissions, or intentional or willful misconduct, of CONSULTANT, its sub-consultants, agents, employees and invitees; or (v) liens, claims or actions made by the consultant or any subcontractor or other party performing the work; provided, however, that CONSULTANT shall not be obligated to defend or indemnify the CITY with respect to any such claims or damages arising out of the CITY's negligence.

6.2.2 To the extent provided by law, CONSULTANT shall indemnify, defend, and hold harmless the City and the State of Florida, Department of Transportation, including the Department's officers, agents, and employees, against any actions, claims, or damages arising out of, relating to, or resulting from negligent or wrongful act(s) of

CONSULTANT, or any of its officers, agents, or employees, acting within the scope of their office or employment, in connection with the rights granted to or exercised by CONSULTANT.

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

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

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

## **7.0 Independent Contractor**

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

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

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

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

7.5 The CONSULTANT shall not pledge the CITY's credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgment, lien or any form of indebtedness and shall have no right to speak for or bind the CITY in any manner.

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

## **8.0 Authority to Practice**

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

## **9.0 Compliance with Laws, Public Records, Trade Secrets, and Publications**

9.1 In performing the Services, CONSULTANT and all subconsultants understand and agree that this Master Consulting Agreement is funded in whole or in part by state and federal funds, including funding under ARPA. As such, CONSULTANT and all subconsultants shall comply with all terms and conditions of the State of Florida Agreement and all federal, state, and local laws, rules, regulations, orders, codes, criteria, and standards, including but not limited to those provisions outlined in Exhibit "C" Mandatory Federal Contract Provisions.

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

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

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

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

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

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

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

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

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

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

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

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

9.6 Trade Secrets and Proprietary Confidential Business Information. Documents submitted by CONSULTANT which CONSULTANT contends constitute trade secrets as defined in Sections 812.081 and 688.002, Florida Statutes, or confidential and propriety business information when held by the City as a utility owner, consistent with Section 119.0713(5), Florida Statutes, and which are clearly marked or stamped as confidential by the CONSULTANT at the time of submission to the City, will not be subject to public access. However, should a requestor of public records challenge CONSULTANT's claim of trade secret or confidential and proprietary business information, within five (5) calendar days of such challenge, CONSULTANT must provide a separate written affidavit that includes an indemnification and release guarantee, as approved by the City Attorney or designee, to the City to support its claim that the alleged trade secrets or proprietary and confidential business information actually constitutes same as defined by law. CONSULTANT must demonstrate the need for confidentiality of the documentation by showing a business advantage or opportunity to obtain an advantage would be gained if the documentation were released. Otherwise, CONSULTANT is required to timely seek a protective order in the Circuit Court of Hardee County to prevent the City's release of the requested records.



9.7 Publications Produced with ARPA funds. Any publications produced with funds from this Agreement must display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number [enter project FAIN] awarded to [name of Sub-recipient] by the U.S. Department of the Treasury."

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

## **10.0 Subcontracting**

10.1 The CITY reserves the right to accept the use of a subcontractor or to reject the selection of a particular subcontractor and to inspect all facilities of any subcontractor.

10.2 If a subcontractor fails to perform or make progress, as required by this Agreement, and it is necessary to replace the subcontractor to complete the work in a timely fashion, the CONSULTANT shall promptly do so, subject to acceptance of the new subcontractor by the CITY. Failure of a Subcontractor to timely or properly perform its obligations shall not relieve CONSULTANT of its obligations hereunder.

## **11.0 Federal and State Taxes**

11.1 The CITY is exempt from Federal Tax and State Sales and Use Taxes. Upon request, the CITY will provide an exemption certificate to CONSULTANT. The CONSULTANT shall not be exempted from paying sales tax to its suppliers for materials to fulfill contractual obligations with the CITY, nor shall the CONSULTANT be authorized to use the CITY's Tax Exemption Number in securing such materials.

## **12.0 Public Entity Crimes, Scrutinized Companies, and Anti-Trust Vendor Violator, pursuant to Section 287.135, Section 215.473, and Section 287.137, Florida Statutes.**

12.1 Pursuant to Section 287.133(2)(a), Florida Statutes, CONSULTANT hereby certifies that neither it nor its affiliate(s) have been placed on the convicted vendor list following a conviction for a public entity crime. If placed on that list, CONSULTANT must notify the City immediately and may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids,

proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

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

12.3 The CONSULTANT has a continuous duty, throughout the entire Term of this Agreement, and any renewal, to disclose to the City if the CONSULTANT or any of its affiliates, as defined by section 287.137(1), Fla. Stat., are placed on the Antitrust Violator Vendor List. Pursuant to section 287.137, Fla. Stat., "A person or an affiliate who has been placed on the antitrust violator vendor list following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply for any new contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply for a new contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on new leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a new contract with a public entity; and may not transact new business with a public entity."

### **13.0 CITY's Responsibilities**

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

### **14.0 Termination of Agreement**

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

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

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

14.4 After receipt of a Termination Notice and except as otherwise directed by the CITY, the CONSULTANT shall:

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

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

14.4.3 Transfer all work in process, completed work, and other material related to the terminated work to the CITY.

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

## **15.0 Uncontrollable Forces (Force Majeure)**

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

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

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

## **16.0 Governing Law, Venue, and Waiver of Jury Trial**

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

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

**17.0 Non-Discrimination**

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

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

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

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

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

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

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

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

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

## **18.0 Waiver**

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

## **19.0 Severability**

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

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

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

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

## **20.0 Entirety of Agreement**

20.1 The CITY and the CONSULTANT agree that this Agreement sets forth the entire Agreement between the parties, and that there are no promises or understandings other than those stated herein.

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

20.3 None of the provisions, terms and conditions contained in this Agreement may be added to, modified, superseded or otherwise altered except by written instrument executed by the parties hereto.

## **21.0 Modification**

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

## **22.0 Successors and Assigns**

22.1 CITY and CONSULTANT each binds itself and its partners, successors, assigns and legal representatives to the other party to this Agreement and to the partners, successors, executors, administrators, assigns, and legal representatives.

22.2 CONSULTANT shall not assign this Agreement without the express written approval of the CITY by executed amendment.

22.3 In the event of a merger, the surviving corporation shall be substituted for the contracting party to this agreement and such substitution shall be affirmed by the City of Wauchula City Commission by executed amendment.

## **23.0 Contingent Fees**

23.1 The CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than bona fide employee working solely for the CONSULTANT, any fee, commission, percentage, gift or any other consideration contingent upon or resulting from the award or making of this Agreement.

## **24.0 Truth-In-Negotiation Certificate**

24.1 Execution of this Agreement by the CONSULTANT shall act as the execution of a Truth-in-Negotiation certificate certifying that the wage rates and costs used to determine the compensation provided for in this Agreement are accurate, complete, and current as of the date of the Agreement.

24.2 The said rates and costs shall be adjusted to exclude any significant sums should the CITY determine that the rates and costs were increased due to inaccurate, incomplete or noncurrent wage rates or due to inaccurate representations of fees paid to outside consultants. The CITY shall exercise its rights under this "Certificate" within one (1) year following payment.

## **25.0 Ownership of Documents**

25.1 CONSULTANT shall be required to cooperate with other consultants relative to providing information requested in a timely manner and in the specified form. Any and all documents, records, disks, original drawings, or other information shall become the property of the CITY for its use and/or distribution as may be deemed appropriate by the CITY. CONSULTANT is not liable for any damages, injury or costs associated with the CITY use or distribution of these documents for purposes other than those originally intended by CONSULTANT.

## **26.0 Access and Audits**

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

26.2 CONSULTANT shall maintain adequate records to justify all charges and costs incurred in performing the work for at least five (5) years from the date of final payment under this Agreement. The CITY shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours at the CONSULTANT's place of business.

26.3 Misrepresentations of billable time or reimbursable expenses as determined by the Auditor to the City of Wauchula shall result in the recovery of any resulting overpayments. The CITY's cost of recovery shall be the sole expense of the CONSULTANT, including accounting and legal fees, court costs, and administrative expenses.

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

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

## **27.0 Notice**

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

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

**As to Consultant:**

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

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

## **28.0 Service of Process**

As to City:  
 Kristie Hatcher-Bolin, Esquire  
 GrayRobinson, P.A.  
 One Lake Morton Drive  
 Lakeland, Florida 33801

**As to Consultant:**

## **29.0 Contract Administration**

29.1 Services of CONSULTANT shall be under the general direction of the City Manager, or his designee, who shall act as the CITY's representative during the term of the Agreement.

## **30.0 Key Personnel**

30.1 CONSULTANT shall notify CITY in the event of key personnel changes, which might affect this Agreement. To the extent possible, notification shall be made in writing within ten (10) days prior to changes. CONSULTANT, at CITY's request, shall remove without



consequence to the CITY any Subcontractor or employee of the CONSULTANT and replace him/her with another employee having the required skill and experience. CITY has the right to reject proposed changes in key personnel. The following personnel shall be considered key personnel:

Name:

Name:

### **31.0. Annual Appropriations**

31.1 CONSULTANT acknowledges that the CITY, during any fiscal year, shall not expend money, incur any liability, or enter into any agreement which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any agreement, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such agreement. Nothing herein contained shall prevent the making of agreements for a period exceeding one year, but any agreement so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years. This Agreement will remain in full force and effect only as long as the expenditures provided for in the Agreement have been appropriated by the City Commission of the City of Wauchula in the annual budget for each fiscal year of the Service Agreement, and is subject to termination without any penalty due to lack of funding. Accordingly, the CITY's performance and obligation to pay under this agreement is contingent upon annual appropriation.

### **32.0 E-Verify Requirements.**

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

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

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

By entering this Agreement with the City, CONSULTANT becomes obligated to comply with the provisions of Section 448.095, Florida Statutes, "Employment Eligibility." This includes, but is not limited to, use of the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit to CONSULTANT attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. CONSULTANT agrees to maintain a copy of

such affidavit for the duration of this Agreement. Failure to comply with this section will result in the termination of this Agreement as provided in Section 448.095, Florida Statutes, and CONSULTANT may not be awarded a public contract for at least one (1) year after the date on which the Agreement was terminated. CONSULTANT will also be liable for any additional costs to City incurred as a result of the termination of this Agreement in accordance with this section.

### **33.0 Acknowledgment of Compliance with Section 255.0993, Florida Statutes**

A. The Contractor acknowledges to and for the benefit of the Owner that it understands that the products to be installed as a part of this contract must be in compliance with 255.0993, Florida Statutes, Public works projects; United States-produced iron and steel products.

(1) DEFINITIONS.— As used in this section, the term:

(a) “Governmental entity” means the state, or any office, board, bureau, commission, department, branch, division, or institution thereof, or a separate agency or unit of local government created or established by law or ordinance and the officers thereof. The term includes, but is not limited to, a county; a city, a town, or other municipality; or a department, a commission, an authority, a school district, a taxing district, a water management district, a board, a public corporation, an institution of higher education, or other public agency or body thereof authorized to expend public funds for the construction, maintenance, repair, renovation, remodeling, or improvement of public works.

(b) “Iron or steel product” means any product made primarily of iron or steel, including, but not limited to, lined or unlined pipes and fittings; bars and rods; wire, wire ropes, and link chains; forgings; grating and drainage products; access covers, hatches, manhole covers, and other castings; hydrants; electric transmission and distribution poles; tanks; flanges; pipe clamps and restraints; valves; structural steel and other steel mill products; materials made primarily of iron and steel within precast concrete; and other construction materials made primarily of iron or steel.

(c) “Manufacturing process” means the application of a process to alter the form or function of materials or elements of a product in a manner that adds value and transforms the materials or elements into a new finished product functionally different from a finished product produced merely from assembling materials or elements into a product without applying such a process.

(d) “Produced in the United States” means that, with respect to iron and steel, all manufacturing processes, from initial melting through application of coatings, occur in the United States, other than metallurgical processes to refine steel additives.

(e) “Public works project” means an activity paid for with any state-appropriated funds or state funds administered by a governmental entity which consists of the construction, maintenance, repair, renovation, remodeling, or improvement of a building, road, street,

sewer, storm drain, water system, site development, irrigation system, reclamation project, gas or electrical distribution system, gas or electrical substation, or other facility, project, or portion thereof owned in whole or in part by any governmental entity.

(2) UNITED STATES-PRODUCED IRON AND STEEL REQUIREMENT.

(a) Notwithstanding any other law, a governmental entity entering into a contract for a public works project or for the purchase of materials for a public works project must include in the contract a requirement that any iron or steel product permanently incorporated in the project be produced in the United States.

(b) Paragraph (a) does not apply if the governmental entity administering the funds for a public works project or the purchase of materials for a public works project solely determines that any of the following applies:

1. Iron or steel products produced in the United States are not produced in sufficient quantities, reasonably available, or of satisfactory quality.
2. The use of iron or steel products produced in the United States will increase the total cost of the project by more than 20 percent.
3. Complying with paragraph (a) is inconsistent with the public interest.

(c) When steel and iron materials are used in a public works project, paragraph (a) does not prevent a minimal use of foreign steel and iron materials if:

1. Such materials are incidental or ancillary to the primary product and are not separately identified in the project specifications; and
2. The cost of such materials does not exceed one-tenth of 1 percent of the total contract cost or \$2,500, whichever is greater. For purposes of this subparagraph, the cost of such materials is that shown to be the value of the iron or steel products as they are delivered to the project.

(d) Electrical components, equipment, systems, and appurtenances, including supports, covers, shielding, and other appurtenances related to an electrical system, necessary for operation or concealment, except transmission and distribution poles, are not considered iron or steel products and are exempt from the requirements of paragraph (a).

(3) INTERNATIONAL AGREEMENTS.—This section shall be applied in a manner consistent with, and may not be construed to impair, the state's obligations under any international agreement.

(4) RULEMAKING.—The Department of Management Services shall develop guidelines and procedures by rule to implement this section.

(5) APPLICABILITY.—This section does not apply to contracts procured by the Department of Transportation subject to the Buy America requirements of 23 C.F.R. s. 635.410.

**34.0 Limitation of Liability.**

33.1 In no event, shall the CITY be liable to the CONSULTANT for indirect, incidental, consequential, special, exemplary, or punitive damages of any kind or nature, including loss of profit, whether foreseeable or not, arising out of or resulting from the nonperformance or breach of this contract by the CITY whether based in contract, common law, warranty, tort, strict liability, contribution, indemnity or otherwise.

(THE REMAINDER OF THE PAGE LEFT INTENTIONALLY BLANK)

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

**Attest:**  
**Stephanie Camacho**  
**City Clerk**

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

**By:** \_\_\_\_\_ **By:** \_\_\_\_\_  
**Stephanie Camacho** **Olivia Minshew, City Manager**

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

**Review as to form and legal sufficiency**

\_\_\_\_\_  
**Kristie Hatcher-Bolin, Esquire**  
**City Attorney**

**Date** \_\_\_\_\_

**Attest:** (COMPANY NAME)  
a \_\_\_\_\_ Corporation

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

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

**DATE:** \_\_\_\_\_ **[Title]**

**SEAL**

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

ACKNOWLEDGEMENT OF FIRM, IF A CORPORATION

STATE OF \_\_\_\_\_ COUNTY OF \_\_\_\_\_ Item # 6.

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 WORK**

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

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

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

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

The Consultant shall have the ability to negotiate Supplemental Agreements to the extent necessary or required to complete the Alabama Street Resurfacing Project. However, the Consultant must seek input from the Construction Project Engineer in negotiating any necessary Supplemental Agreement. All such Supplemental Agreements must be determined to be in

accordance with Florida law by the City prior to approval by the Consultant. For any proposed Supplemental Agreement, the Consultant shall prepare the Supplemental Agreement as a recommendation to the City, which the City may accept, modify or reject upon review.

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



**EXHIBIT "B"**  
**FEE SCHEDULE**

**EXHIBIT “C”**  
**MANDATORY FEDERAL CONTRACT PROVISIONS**

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

# CITY OF WAUCHULA

## REQUEST FOR QUALIFICATIONS

### CONSTRUCTION, ENGINEERING AND INSPECTION (CEI) SERVICES TENNESSEE STREET RESURFACING PROJECT RFQ #25-02

The City Clerk's Office will receive sealed statements of qualifications from professional engineering firms **on or before 2:15 PM EST on Wednesday, August 13, 2025 (the "Closing Time")**, for CEI services to be performed for the Tennessee Street Resurfacing Project.

The face of the sealed envelope must be clearly marked **"RFQ #25-02, Construction, Engineering and Inspection (CEI) Services for Tennessee Street Resurfacing Project"**. 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 RFQ must be in writing and must be sent to **Stephanie Camacho, City Clerk**, email: [scamacho@cityofwauchula.com](mailto:scamacho@cityofwauchula.com); fax (863) 773-0773. All questions must be received by 2:00 PM EST, Friday, July 28, 2025.

***Prospective consultants shall not contact, communicate with or discuss any matter relating in any way to the Request for Qualification with the City Commissioners, any employee of the City of Wauchula, other than the City Clerk 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 must be mailed, express mailed, or hand delivered to:

**City of Wauchula  
Stephanie Camacho, City Clerk  
126 S. 7th Avenue  
Wauchula, Florida 33873**

## INTRODUCTION

The City of Wauchula, a political subdivision of the State of Florida, seeks the submittal of statements of qualifications from qualified firms who are interested in providing professional services for construction, engineering, and inspection (CEI) services for the Tennessee Street Resurfacing Project.

This RFQ is for CEI services in conjunction with the Tennessee Street Resurfacing Project. The proposed scope of work includes addressing road and geometric design issues with the existing road, reconstruction and widening of the existing roadway, reworking shoulders, replacement of deficient cross and side drains, and replacement of signage to meet new retro reflectivity standards.

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 City 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 will 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 City Commission, prospective consultants are prohibited from meeting with or discussing a submittal with any member of the selection committee or the City Commission.

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

It is the intent of the City to select and negotiate Master Consulting Agreements with one (1) or more firms to provide CEI services in conjunction with the Tennessee Street Resurfacing Project. Consultants will be chosen based upon the expertise and experience listed as it pertains to the work described. Selection of one or more qualified firms under this RFQ is not a guarantee of work. No Consultant shall be employed as the City's exclusive consultant.

The term of the Master Consulting Agreement will be for the period of time necessary to complete the Tennessee Street Resurfacing Project.

During contract negotiations, the City will negotiate fee schedules in accordance with the Purchasing Procedures set forth in the City's Purchasing Policy, with the goal of establishing standardized rates. The fee schedule may be adjusted upon mutual written agreement, no earlier than one year from the effective date of the agreement.

## SCOPE OF SERVICES

Construction, engineering, and inspection (CEI) services for the Tennessee Street Resurfacing Project for .24 miles of Tennessee Street from Ohio Avenue to Florida Avenue which includes

pavement markings, signage and drainage improvements. Associated safety and drainage improvements will also be addressed, as appropriate.

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

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

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

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

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

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

## 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 City of Wauchula 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 City for the purpose of interpreting the information obtained and to correct any errors or omissions made by it. The Consultant shall prepare any plans or data 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 Department of Business and Professional Regulation for Professional Engineers, Land Surveyors, or other professionals as required being in the full employment of the Consultant and/or its subconsultants and responsible for the work prescribed.

## 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. 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 on this project. 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 indicate firm, proposed team and individuals experience on contracts of similar size and scope within the past five (5) years. List shall include a maximum of ten (10) recent projects. 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. If subconsultants or a joint venture is proposed, past working relationships on similar projects must be indicated. Indicate if the proposed team for this contract has successfully worked together on the listed projects. Provide references for the past experience cited above, including contact person, title, telephone number, email address, project location, services provided, and contract amount. **(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 City of Wauchula. **(Limit response to one page maximum per subconsultant)**
7. Provide documentation and a signed certification of the firm's status as a Certified Minority Business Enterprise and/or Certified Veteran's Business Enterprise, if applicable; identify minority and/or veteran firm participation as subconsultants; and submit the subconsultant's certification; and explain how the firm will encourage minority and/or veteran participation in the projects. **(Limit response to one page maximum)**
8. Completed Surveys (See Exhibit 1)

Pursuant to section 287.05701, Florida Statutes, the City is prohibited from, and will not request documentation of or consider, a vendor's social, political, or ideological interests when determining if the vendor is a responsible vendor. Moreover, the City will not give preference to a vendor based on the vendor's social, political, or ideological interests.

## SELECTION AND EVALUATION PROCEDURES

A Professional Services Selection Committee (PSSC) will review the statements of qualifications received. The evaluation criteria listed below will be utilized to rank the firms. Interviews with the firms may be scheduled with the PSSC for final ranking and recommendation to the City Commission. The City shall be the sole judge of its own best interests, the statements, and the resulting negotiated agreement. The City's decisions will be final.

Consultants will be evaluated using a number of factors including, but not limited to, the following:

1. Experience and expertise of the consulting firm and its key personnel in projects similar to those in the Request for Qualifications. (30 points maximum) Corresponds to submittals No. 2, No. 3, and No. 4 above.
2. Client surveys on the consulting firm (Maximum 10 surveys). (10 points maximum) Corresponds to submittal No. 8 above.
3. Approach to the project, management and ability to work with City of Wauchula staff and local regulatory agencies. (20 points maximum) Corresponds to submittal No. 5 above.
4. Ability to create innovative approaches. (5 points maximum) Corresponds to submittal No. 5 above.
5. Ability to complete projects in a timely manner. (10 points maximum) Corresponds to submittal No. 4 above.
6. Appropriate team member and experience. (5 points maximum) Corresponds to submittal No. 3 above.
7. Certified minority firm or extent of certified minority firm participation as subconsultants. (10 points maximum) Corresponds to submittal No. 7 above.

Certified minority firm (10 points)

Certified minority firm subconsultant (2 points per firm)

8. Location of key personnel (10 points maximum) Corresponds to submittal No. 3 above.

Firms located in Hardee County (10 points)

Firms located in contiguous counties (7 points)

All other firms (4 points)

Various provisions of Chapters 287 and 295, Florida Statutes, provide qualifying vendors the advantage of "tie breakers" whenever two or more bids, proposals, or replies received by an agency are equal with respect to price, quality, and service. In order to take advantage of these "tie breakers," a vendor who meets the statutory qualifications of one or more of these "tie



breakers” must certify that it qualifies for the cited preference. Completion of a certification is optional for qualifying vendors; however, a vendor waives all rights to consideration of a “tie breaker” if it fails to submit the certification on or before the deadline to submit its bid, proposal, or response.

The procedures required by section 120.57(3), Florida Statutes, including the uniform rules of procedure set forth in Fla. Admin. Code 28-110.001, et seq., shall govern protests to the solicitation or award.

The City will provide notice of its decision or intended decision by electronic posting. Failure to file a protest within the time prescribed in section 120.57(3), Florida Statutes, or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under chapter 120, Florida Statutes.

Any person adversely affected by the City’s decision or intended decision shall file with the agency a notice of protest in writing within 72 hours after the posting of the notice of decision or intended decision.

With respect to a protest of the terms, conditions, and specifications contained in a solicitation, including any provisions governing the methods for ranking bids, proposals, or replies, awarding contracts, reserving rights of further negotiation, or modifying or amending any contract, the notice of protest shall be filed in writing within 72 hours after the posting of the solicitation. The formal written protest shall be filed within 10 days after the date the notice of protest is filed. Failure to file a notice of protest or failure to file a formal written protest shall constitute a waiver of proceedings under this chapter. The formal written protest shall state with particularity the facts and law upon which the protest is based. Saturdays, Sundays, and state holidays shall be excluded in the computation of the 72-hour time periods provided by this paragraph.

Pursuant to section 287.05701, Florida Statutes, the City is prohibited from, and will not request documentation of or consider, a vendor’s social, political, or ideological interests when determining if the vendor is a responsible vendor. Moreover, the City will not give preference to a vendor based on the vendor’s social, political, or ideological interests.

## RESPONSE

Interested parties are invited to submit one (1) original marked “ORIGINAL” and five (5) copies marked “COPY” of their statement of qualifications in a sealed envelope to the City Clerk. The envelope should be labeled “**RFQ #25-02, Construction Engineering and Inspection Services for Tennessee Street Resurfacing Project**” and marked with the respondent’s name and address. Statements must be mailed or delivered to:

**City of Wauchula  
Stephanie Camacho, City Clerk  
126 S. 7th Avenue  
Wauchula, Florida 33873**

The submittal must be received by the City only at the above address prior to **2:15 p.m. on Wednesday, August 13, 2025.**

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 City Clerk 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 qualifiers shall not contact, communicate with, or discuss any matter relating in any way to the Request for Qualifications with any member of the City Commission or any employee of the City of Wauchula other than the City Clerk 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. Any such communication initiated by a submitter **shall** be grounds for disqualifying the offending submitter from consideration for award of the proposal and/or any future proposal.

### **INSURANCE REQUIREMENTS**

Before any work commences, CONSULTANT shall, without in any way altering their liability, obtain, pay for, and maintain insurance for the coverages and amounts of coverage not less than those set forth below and as set forth in Sections 4.2 through and including 4.7 of the Contract attached to this RFQ as Exhibit A, and shall provide the CITY with a Certificate of Insurance and an opportunity to inspect a certified copy of each policy applicable to this Agreement as more fully addressed in the Contract attached to this RFQ as Exhibit A. The Certificate of Insurance must name as an additional insured the City of Wauchula and all of its Officers, Agents, Employees, and City Commissioners, excluding worker's compensation and professional liability, and comply with the provisions set forth in the Contract attached to this RFQ as Exhibit A. 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. Absent the City's written permission, the firm's self-insured retention or deductible per line of coverage shall not exceed \$25,000. The City 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 these provisions, the City may, at its option and on notice to the firm, suspend the project for cause until there is full compliance. Alternatively, the City may purchase such insurance at the firm's expense, provided that the City shall have no obligation to do so. The City's purchase of insurance covered shall not relieve or excuse the firm of its obligation to obtain and maintain such insurance amounts and coverages.

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 coverages:

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 coverages;

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. \$1,000,000 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 City and to the fullest extent permitted by law, the City shall indemnify, defend (by counsel reasonably acceptable to City), protect, and hold harmless the City, its agents, elected officials, and employees from and against, any and all claims, actions, causes of action, liabilities, penalties, forfeitures, damages, losses, and expenses (including, without limitation, attorney's fees and costs during negotiation, through litigation and all appeals therefrom), including but not limited to, claims, actions, causes of action, liabilities, penalties, forfeitures, damages, losses, and expenses, arising out of or related to any actual or alleged bodily injury, sickness, disease or death, or injury or damage to tangible property whatsoever, including the loss of use resulting therefrom, or any other damage or loss arising out of or resulting from (i) the failure of CONSULTANT to comply with applicable non-conflicting laws, rules or regulations; (ii) the breach by CONSULTANT of its obligations under this Agreement; (iii) any claim for trademark, patent or copyright infringement arising out of the scope of CONSULTANT's performance of this Agreement; (iv) the negligent act, errors or omissions, or intentional or willful misconduct, of CONSULTANT, its sub-consultants, agents, employees and invitees; or (v) liens, claims or actions made by the consultant or any subcontractor or other party performing the work; provided, however, that CONSULTANT shall not be obligated to defend or indemnify the CITY with respect to any such claims or damages arising out of the CITY's negligence.

To the extent provided by law, CONSULTANT shall indemnify, defend, and hold harmless the City and the State of Florida, Department of Transportation, including the Department's officers, agents, and employees, against any actions, claims, or damages arising out of, relating to, or resulting from negligent or wrongful act(s) of CONSULTANT, or any of its officers, agents, or employees, acting within the scope of their office or employment, in connection with the rights granted to or exercised by CONSULTANT.

## **PUBLIC ENTITY CRIMES STATEMENT**

Pursuant to Section 287.133, Florida Statutes, 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, Florida Statutes, 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/NONDISCRIMINATION**

The City is an equal opportunity/affirmative action employer. The City is committed to equal opportunity employment and expects firms that do business with the City to have a vigorous affirmative action program. Any proposer who enters a contract with the City must covenant and agree that no employee or applicant for employment with the proposer's company will be discriminated against during the course of employment or in the application process with respect to hiring, tenure, terms, conditions, or privileges of employment, because of race, color, religion, sex, gender, age, disability, national origin, marital status, political affiliation, familial status, pregnancy, gender or sexual orientation, or veteran or service member status.

Any proposer who enters into a Contract with the City must also acknowledge its continuous duty to disclose to the City if it or any of its affiliates, as defined by Section 287.134(1)(a), Florida Statutes, has been placed on the Discriminatory Vendor List. Pursuant to Section 287.134(2)(a), Florida Statutes: "An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity."

## WOMEN/MINORITY BUSINESS ENTERPRISE OUTREACH

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

## DEVELOPMENT COSTS

Neither the City 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 statements 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 Master Consulting Agreement to be entered into with the successful proposer(s) is included with this RFQ as Attachment A.

All contracts are subject to final approval of the City of Wauchula City Commission. Persons or firms who incur expenses or change position in anticipation of a contract prior to the Commission'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 and are public records under Chapter 119, Florida Statutes. Proposers are required to **identify specifically** any information contained in their proposals which they consider confidential and/or proprietary, or trade secrets and which they believe to be exempt from disclosure.

All proposals received in response to this Request for Qualifications will become the property of the City 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 City.

## E-VERIFY REQUIREMENTS

Effective January 1, 2021, public and private employers, contractors, and subcontractors must require registration with, and use of the E-Verify system in order to verify the work authorization

status of all newly hired employees. All proposers are hereby notified that the City requires all vendors, contractors, and subcontractors to register with and use the E-Verify system as more fully set forth in the Contract attached to this RFQ as Exhibit A.

## **LIMITATIONS**

This RFQ does not commit the City of Wauchula to award a contract. Proposers will assume all costs incurred in the preparation of their response to this RFQ. The City 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 any and all submittals.

## EXHIBIT 1

### DETAILED INSTRUCTIONS ON HOW TO PREPARE AND SEND PERFORMANCE SURVEYS

#### Overview

The objective of this process is to identify the past performance of the firm submitting a proposal package for RFQ # 25-02, Construction, Engineering and Inspection Services for the Tennessee Resurfacing Project. This is accomplished by sending survey forms to past customers. The customers will return the forms directly to the Consultant. The Consultant is to include all surveys in their proposal package.

#### Sending the Survey

The surveys shall be sent to customers for whom the Consultant has performed Construction, Engineering and Inspection Services within the past ten (10) years with an emphasis on similar size and scope as defined in the scope of services.

The Consultant shall provide a minimum of three (3) and a maximum of ten (10) surveys for past projects.

1. The Consultant shall complete the following information for each customer that a survey will be sent

CODE	A unique (different) number assigned to each project
CLIENT NAME	Name of the company or institution that the work was performed for (i.e. Cactus School District, Rock Industries, City of Austin).
FIRST NAME	First name of the person who will answer customer satisfaction questions.
LAST NAME	Last name of the person who will answer customer satisfaction questions.
PHONE NUMBER	Current phone number for the reference (including area code).
FAX NUMBER	Current fax number for the reference (including area code).
EMAIL ADDRESS	Current email address for the reference.
PROJECT NAME	Name of the project (Bird High School A-Wing, Warehouse B, etc.).
COST OF PROJECT	Awarded cost of project (\$50,000)
DATE INSTALLED	Date when the project was completed. (i.e. 5/31/1995)

2. The Consultant is responsible for verifying that their information is accurate prior to submission for references.
3. The survey must contain different projects. You cannot have multiple people evaluating the same job. However, one person may evaluate several different jobs.
4. The past projects can be either completed or on-going.

5. The past client/owner must evaluate and complete the survey.

Item # 7.

## Reference List

1. Consultant shall list all references to which a survey was submitted and return the list in the proposal.

Code	
Client name	
Reference name (first & last)	
Phone number	
Fax number	
Email address	
Project name	
Cost of project	
Date installed	

Code	
Client name	
Reference name (first & last)	
Phone number	
Fax number	
Email address	
Project name	
Cost of project	
Date installed	

## Preparing the Surveys

1. The firm is responsible for sending out a performance survey to a minimum of three (3) and a maximum of ten (10) clients. The survey is attached.
2. The firm should enter the Survey ID (Code), past clients' contact information, and project information on each survey form for each reference. The team member should also enter the name of the Consultant being surveyed. The Survey ID is a unique number that the



Consultant assigns. No two surveys for the Contractor should have the same number.

3. All the information on the survey form must match the reference information provided in the proposal.
4. The firm is responsible for making sure that their past clients receive the survey, complete the survey, and return the survey to the Consultant.
5. As stated before, the City of Wauchula may contact the reference for additional information or to clarify survey data. If the reference cannot be contacted, there will be no credit given for that reference.

## Survey Questionnaire – City of Wauchula (Professional Engineering Services)

Item # 7.

To: \_\_\_\_\_ Survey ID \_\_\_\_\_  
(Name of person completing survey)

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Subject: Past Performance Survey of: \_\_\_\_\_  
(Name of Company)

\_\_\_\_\_  
(Name of Individuals)

**Rate each of the criteria on a scale of 1 to 10, with 10 representing that you were very satisfied (and would hire the firm/individual again) and 1 representing that you were very unsatisfied (and would never hire the firm/individual again). Please rate each of the criteria to the best of your knowledge. If you do not have sufficient knowledge of past performance in a particular area, leave it blank.**

Client Name: \_\_\_\_\_ Date Completed \_\_\_\_\_  
Project Name: \_\_\_\_\_

NO	CRITERIA	UNIT	
1	Ability to manage cost control	(1-10)	
2	Ability to maintain project schedule (complete on-time or early)	(1-10)	
3	Quality of workmanship	(1-10)	
4	Professionalism and ability to manage	(1-10)	
5	Close out process	(1-10)	
6	Ability to communicate with County/City staff	(1-10)	
7	Ability to resolve issues promptly	(1-10)	
8	Ability to follow protocol	(1-10)	
9	Ability to maintain proper documentation	(1-10)	
10	Ability to provide construction management	(1-10)	
11	Overall customer satisfaction and comfort level in hiring vendor/individual again	(1-10)	

\_\_\_\_\_  
Printed Name (of Evaluator) Signature (of Evaluator)  
Thank you for your time and effort in assisting the City of Wauchula in this important endeavor.

Please fax the completed survey to: \_\_\_\_\_  
(Consultants fax number)

## MASTER CONSULTING AGREEMENT

THIS AGREEMENT entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2025, between the CITY OF WAUCHULA, a municipal corporation, organized and existing under the laws of the State of Florida, by and through its City Commission, situated at 126 S. 7th Avenue, Wauchula, Florida 33873, hereinafter referred to as CITY, and \_\_\_\_\_ a \_\_\_\_\_ corporation, headquartered at \_\_\_\_\_ hereinafter referred to as CONSULTANT, and whose Federal Employer Identification Number is \_\_\_\_\_.

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

WHEREAS, CITY has been awarded state funding through FDOT's Small County Outreach Program to resurface Tennessee, as well as federal funding under the American Rescue Plan Act of 2021, Pub. L. No. 117-2 ("ARPA"); and

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

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

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

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

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

### **1.0 Term**

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

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

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

## **2.0 Services to Be Performed by CONSULTANT**

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

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

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

## **3.0 Compensation**

### **3.1 General**

3.1.1 CITY shall pay CONSULTANT in accordance with Exhibit "B", "Fee Schedule", which is attached hereto and incorporated by reference as part of this Agreement. The fee schedule identifies all job classifications that will perform billable services pursuant to this Agreement and the fee for each job classification. Performance of work by personnel in job classifications not listed on the fee schedule will result in nonpayment for such services.

3.1.2 The Fee Schedule, as set out in Exhibit "B" may be adjusted by an Amendment to the Master Consulting Agreement, after mutual written agreement of the parties. Such amendments may be executed annually, no earlier than one year from the effective date

of the Agreement. The City Manager will approve and execute any fee schedule amendment mutually agreed by the parties in writing. Such amendment shall operate prospectively only and shall not alter fee schedules for CSAs in effect at the time of the amendment.

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

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

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

City of Wauchula  
126 S. 7th Avenue  
Wauchula, FL 33873

3.1.6 In order for both parties herein to close their books and records, the CONSULTANT will clearly state "Final Invoice" on the CONSULTANT's final/last invoice to the CITY. This certifies that all services have been properly performed and all charges and costs have been invoiced to the CITY. Since this account will thereupon be closed, the CONSULTANT waives any and other further charges not properly included on this final invoice.

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

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

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

### 3.2 Reimbursable expenses

3.2.1 All requests for payment of "out-of-pocket" expenses eligible for reimbursement under the terms of this Agreement shall be reimbursed per the fee schedule outlined in "Exhibit B" contained herein. All requests for reimbursement of expenses must include copies of paid receipts, invoices or other documentation acceptable to the City's Finance Director. In order to be reimbursed, CONSULTANT must provide documentation sufficient to

establish that the expense was actually incurred and necessary in the performance of the Scope of Work described in this Agreement or CSA.

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

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

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

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

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

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

3.2.7 CONSULTANT shall maintain a current inventory of all such assets, i.e., durable goods, as described in Section 3.2.6.

## **4.0 Insurance**

### **4.1 General Provisions**

4.1.1 Before any work commences, CONSULTANT shall, without in any way altering their liability, obtain, pay for, and maintain insurance for the coverages and amounts of coverage not less than those set forth below in Sections 4.2 through and including 4.7, and shall provide the CITY with a Certificate of Insurance and an opportunity to inspect a certified copy of each policy applicable to this Agreement. The Certificate of Insurance must name as an additional insured the City of Wauchula and all of its Officers, Agents, Employees, and City Commissioners, excluding worker's compensation and professional liability; must provide that such insurance is primary to any other insurance available to the additional insureds with respect to claims covered under the policy; and must provide that such insurance coverage applies separately to each insured against whom claims are made or suit is brought; but the inclusion of more than one insured shall not operate to increase the insurer's limit of liability. CONSULTANT

shall thereafter provide the CITY an annual Certificate of Insurance satisfactory to the CITY to evidence such coverage. Such Certificates of Insurance will provide that there shall be no termination, non-renewal, modification or expiration of such coverage without thirty (30) days prior written notice to the CITY. CONSULTANT shall maintain, at all times, the minimum levels of insurance set forth below.

4.1.2 The CITY shall be named as an additional insured on all CONSULTANT policies related to the project, excluding professional liability and worker's compensation. All policies required under this section must be an "Occurrence" form. The policies shall contain a waiver of subrogation in favor of the City of Wauchula. All insurance coverage shall be written with an insurer having an A.M. Best Rating of a least the "A" category and size category of VIII.

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

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

4.1.5 CITY may, at its sole discretion, purchase such insurance at CONSULTANT's expense provided that the CITY shall have no obligation to do so and if the CITY shall do so, it shall not relieve CONSULTANT of its obligation to obtain insurance.

4.1.6 The CONSULTANT shall not be relieved of or excused from the obligation to obtain and maintain such insurance amount and coverages.

4.1.7 To the extent applicable, CONSULTANT will ensure that all subcontractors comply with the requirements of this Section relating to insurance, and maintain coverage throughout the term of the Service Agreement. All CONSULTANT's sub-contractors shall be required to include CITY and CONSULTANT as additional insured on their General Liability Insurance policies.

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

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

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

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

4.3.1 Premises and Operations:

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

4.3.2 Independent Contractors:

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

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

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

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

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

## 5.0 Standard of Care

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



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

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

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

## **6.0 Indemnification**

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

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

6.2.1 CONSULTANT, to the extent permitted by law, shall indemnify, defend (by counsel reasonably acceptable to CITY), protect, and hold CITY, and its officers, employees, City Commissioners, and agents, free and harmless from and against any and all claims, actions, causes of action, liabilities, penalties, forfeitures, damages, losses, and expenses, (including, without limitation, attorney 's fees and costs during negotiation, through litigation and all appeals therefrom), including but not limited to, claims, actions, causes of action, liabilities, penalties, forfeitures, damages, losses, and expenses arising out of or related to any actual or alleged bodily injury, sickness, illness, or death or injury or damage to any tangible property whatsoever, including the loss of use resulting therefrom, or any other damage or loss arising out of or resulting from (i) the failure of CONSULTANT to comply with applicable non-conflicting laws, rules or regulations, (ii) the breach by CONSULTANT of its obligations under this Agreement, (iii) any claim for trademark, patent or copyright infringement arising out of the scope of CONSULTANT 's performance of this Agreement, or (iv) the negligent act, errors or omissions, or intentional or willful misconduct, of CONSULTANT, its sub-consultants, agents, employees and invitees; or (v) liens, claims or actions made by the consultant or any subcontractor or other party performing the work; provided, however, that CONSULTANT shall not be obligated to defend or indemnify the CITY with respect to any such claims or damages arising out of the CITY's negligence.

6.2.2 To the extent provided by law, CONSULTANT shall indemnify, defend, and hold harmless the City and the State of Florida, Department of Transportation, including the Department's officers, agents, and employees, against any actions, claims, or damages arising out of, relating to, or resulting from negligent or wrongful act(s) of

CONSULTANT, or any of its officers, agents, or employees, acting within the scope of their office or employment, in connection with the rights granted to or exercised by CONSULTANT.

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

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

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

## **7.0 Independent Contractor**

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

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

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

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

7.5 The CONSULTANT shall not pledge the CITY's credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgment, lien or any form of indebtedness and shall have no right to speak for or bind the CITY in any manner.

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

## **8.0 Authority to Practice**

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

## **9.0 Compliance with Laws, Public Records, Trade Secrets, and Publications**

9.1 In performing the Services, CONSULTANT and all subconsultants understand and agree that this Master Consulting Agreement is funded in whole or in part by state and federal funds, including funding under ARPA. As such, CONSULTANT and all subconsultants shall comply with all terms and conditions of the State of Florida Agreement and all federal, state, and local laws, rules, regulations, orders, codes, criteria, and standards, including but not limited to those provisions outlined in Exhibit "C" Mandatory Federal Contract Provisions.

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

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

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

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

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

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

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

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

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

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

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

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

9.6 Trade Secrets and Proprietary Confidential Business Information. Documents submitted by CONSULTANT which CONSULTANT contends constitute trade secrets as defined in Sections 812.081 and 688.002, Florida Statutes, or confidential and propriety business information when held by the City as a utility owner, consistent with Section 119.0713(5), Florida Statutes, and which are clearly marked or stamped as confidential by the CONSULTANT at the time of submission to the City, will not be subject to public access. However, should a requestor of public records challenge CONSULTANT's claim of trade secret or confidential and proprietary business information, within five (5) calendar days of such challenge, CONSULTANT must provide a separate written affidavit that includes an indemnification and release guarantee, as approved by the City Attorney or designee, to the City to support its claim that the alleged trade secrets or proprietary and confidential business information actually constitutes same as defined by law. CONSULTANT must demonstrate the need for confidentiality of the documentation by showing a business advantage or opportunity to obtain an advantage would be gained if the documentation were released. Otherwise, CONSULTANT is required to timely seek a protective order in the Circuit Court of Hardee County to prevent the City's release of the requested records.

9.7 Publications Produced with ARPA funds. Any publications produced with funds from this Agreement must display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number [enter project FAIN] awarded to [name of Sub-recipient] by the U.S. Department of the Treasury."

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

## **10.0 Subcontracting**

10.1 The CITY reserves the right to accept the use of a subcontractor or to reject the selection of a particular subcontractor and to inspect all facilities of any subcontractor.

10.2 If a subcontractor fails to perform or make progress, as required by this Agreement, and it is necessary to replace the subcontractor to complete the work in a timely fashion, the CONSULTANT shall promptly do so, subject to acceptance of the new subcontractor by the CITY. Failure of a Subcontractor to timely or properly perform its obligations shall not relieve CONSULTANT of its obligations hereunder.

## **11.0 Federal and State Taxes**

11.1 The CITY is exempt from Federal Tax and State Sales and Use Taxes. Upon request, the CITY will provide an exemption certificate to CONSULTANT. The CONSULTANT shall not be exempted from paying sales tax to its suppliers for materials to fulfill contractual obligations with the CITY, nor shall the CONSULTANT be authorized to use the CITY's Tax Exemption Number in securing such materials.

## **12.0 Public Entity Crimes, Scrutinized Companies, and Anti-Trust Vendor Violator, pursuant to Sections 287.135, Section 215.473, and Section 287.137, Florida Statutes.**

12.1 Pursuant to Section 287.133(2)(a), Florida Statutes, CONSULTANT hereby certifies that neither it nor its affiliate(s) have been placed on the convicted vendor list following a conviction for a public entity crime. If placed on that list, CONSULTANT must notify the City immediately and may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids,

proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

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

12.3 The CONSULTANT has a continuous duty, throughout the entire Term of this Agreement, and any renewal, to disclose to the City if the CONSULTANT or any of its affiliates, as defined by section 287.137(1), Fla. Stat., are placed on the Antitrust Violator Vendor List. Pursuant to section 287.137, Fla. Stat., "A person or an affiliate who has been placed on the antitrust violator vendor list following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply for any new contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply for a new contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on new leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a new contract with a public entity; and may not transact new business with a public entity."

### **13.0 CITY's Responsibilities**

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

### **14.0 Termination of Agreement**

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

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

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

14.4 After receipt of a Termination Notice and except as otherwise directed by the CITY, the CONSULTANT shall:

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

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

14.4.3 Transfer all work in process, completed work, and other material related to the terminated work to the CITY.

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

## **15.0 Uncontrollable Forces (Force Majeure)**

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

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

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

## **16.0 Governing Law, Venue, and Waiver of Jury Trial**

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

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

**17.0 Non-Discrimination**

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

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

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

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

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

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



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

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

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

## **18.0 Waiver**

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

## **19.0 Severability**

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

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

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

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

**20.0 Entirety of Agreement**

20.1 The CITY and the CONSULTANT agree that this Agreement sets forth the entire Agreement between the parties, and that there are no promises or understandings other than those stated herein.

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

20.3 None of the provisions, terms and conditions contained in this Agreement may be added to, modified, superseded or otherwise altered except by written instrument executed by the parties hereto.

**21.0 Modification**

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

**22.0 Successors and Assigns**

22.1 CITY and CONSULTANT each binds itself and its partners, successors, assigns and legal representatives to the other party to this Agreement and to the partners, successors, executors, administrators, assigns, and legal representatives.

22.2 CONSULTANT shall not assign this Agreement without the express written approval of the CITY by executed amendment.

22.3 In the event of a merger, the surviving corporation shall be substituted for the contracting party to this agreement and such substitution shall be affirmed by the City of Wauchula City Commission by executed amendment.

**23.0 Contingent Fees**

23.1 The CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than bona fide employee working solely for the CONSULTANT, any fee, commission, percentage, gift or any other consideration contingent upon or resulting from the award or making of this Agreement.

**24.0 Truth-In-Negotiation Certificate**

24.1 Execution of this Agreement by the CONSULTANT shall act as the execution of a Truth-in-Negotiation certificate certifying that the wage rates and costs used to determine the compensation provided for in this Agreement are accurate, complete, and current as of the date of the Agreement.

24.2 The said rates and costs shall be adjusted to exclude any significant sums should the CITY determine that the rates and costs were increased due to inaccurate, incomplete or noncurrent wage rates or due to inaccurate representations of fees paid to outside consultants. The CITY shall exercise its rights under this "Certificate" within one (1) year following payment.

## **25.0 Ownership of Documents**

25.1 CONSULTANT shall be required to cooperate with other consultants relative to providing information requested in a timely manner and in the specified form. Any and all documents, records, disks, original drawings, or other information shall become the property of the CITY for its use and/or distribution as may be deemed appropriate by the CITY. CONSULTANT is not liable for any damages, injury or costs associated with the CITY use or distribution of these documents for purposes other than those originally intended by CONSULTANT.

## **26.0 Access and Audits**

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

26.2 CONSULTANT shall maintain adequate records to justify all charges and costs incurred in performing the work for at least five (5) years from the date of final payment under this Agreement. The CITY shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours at the CONSULTANT's place of business.

26.3 Misrepresentations of billable time or reimbursable expenses as determined by the Auditor to the City of Wauchula shall result in the recovery of any resulting overpayments. The CITY's cost of recovery shall be the sole expense of the CONSULTANT, including accounting and legal fees, court costs, and administrative expenses.

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

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

## **27.0 Notice**

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

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

**As to Consultant:**

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

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

## **28.0 Service of Process**

As to City:  
 Kristie Hatcher-Bolin, Esquire  
 GrayRobinson, P.A.  
 One Lake Morton Drive  
 Lakeland, Florida 33801

**As to Consultant:**

## **29.0 Contract Administration**

29.1 Services of CONSULTANT shall be under the general direction of the City Manager, or his designee, who shall act as the CITY's representative during the term of the Agreement.

## **30.0 Key Personnel**

30.1 CONSULTANT shall notify CITY in the event of key personnel changes, which might affect this Agreement. To the extent possible, notification shall be made in writing

within ten (10) days prior to changes. CONSULTANT, at CITY's request, shall remove without consequence to the CITY any Subcontractor or employee of the CONSULTANT and replace him/her with another employee having the required skill and experience. CITY has the right to reject proposed changes in key personnel. The following personnel shall be considered key personnel:

Name:

Name:

### **31.0. Annual Appropriations**

31.1 CONSULTANT acknowledges that the CITY, during any fiscal year, shall not expend money, incur any liability, or enter into any agreement which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any agreement, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such agreement. Nothing herein contained shall prevent the making of agreements for a period exceeding one year, but any agreement so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years. This Agreement will remain in full force and effect only as long as the expenditures provided for in the Agreement have been appropriated by the City Commission of the City of Wauchula in the annual budget for each fiscal year of the Service Agreement, and is subject to termination without any penalty due to lack of funding. Accordingly, the CITY's performance and obligation to pay under this agreement is contingent upon annual appropriation.

### **32.0 E-Verify Requirements.**

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

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

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

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

### **33.0 Acknowledgment of Compliance with Section 255.0993, Florida Statutes**

A. The Contractor acknowledges to and for the benefit of the Owner that it understands that the products to be installed as a part of this contract must be in compliance with 255.0993, Florida Statutes, Public works projects; United States-produced iron and steel products.

(1) DEFINITIONS.— As used in this section, the term:

(a) "Governmental entity" means the state, or any office, board, bureau, commission, department, branch, division, or institution thereof, or a separate agency or unit of local government created or established by law or ordinance and the officers thereof. The term includes, but is not limited to, a county; a city, a town, or other municipality; or a department, a commission, an authority, a school district, a taxing district, a water management district, a board, a public corporation, an institution of higher education, or other public agency or body thereof authorized to expend public funds for the construction, maintenance, repair, renovation, remodeling, or improvement of public works.

(b) "Iron or steel product" means any product made primarily of iron or steel, including, but not limited to, lined or unlined pipes and fittings; bars and rods; wire, wire ropes, and link chains; forgings; grating and drainage products; access covers, hatches, manhole covers, and other castings; hydrants; electric transmission and distribution poles; tanks; flanges; pipe clamps and restraints; valves; structural steel and other steel mill products; materials made primarily of iron and steel within precast concrete; and other construction materials made primarily of iron or steel.

(c) "Manufacturing process" means the application of a process to alter the form or function of materials or elements of a product in a manner that adds value and transforms the materials or elements into a new finished product functionally different from a finished product produced merely from assembling materials or elements into a product without applying such a process.

(d) “Produced in the United States” means that, with respect to iron and steel, all manufacturing processes, from initial melting through application of coatings, occur in the United States, other than metallurgical processes to refine steel additives.

(e) “Public works project” means an activity paid for with any state-appropriated funds or state funds administered by a governmental entity which consists of the construction, maintenance, repair, renovation, remodeling, or improvement of a building, road, street, sewer, storm drain, water system, site development, irrigation system, reclamation project, gas or electrical distribution system, gas or electrical substation, or other facility, project, or portion thereof owned in whole or in part by any governmental entity.

## (2) UNITED STATES-PRODUCED IRON AND STEEL REQUIREMENT.

(a) Notwithstanding any other law, a governmental entity entering into a contract for a public works project or for the purchase of materials for a public works project must include in the contract a requirement that any iron or steel product permanently incorporated in the project be produced in the United States.

(b) Paragraph (a) does not apply if the governmental entity administering the funds for a public works project or the purchase of materials for a public works project solely determines that any of the following applies:

1. Iron or steel products produced in the United States are not produced in sufficient quantities, reasonably available, or of satisfactory quality.
2. The use of iron or steel products produced in the United States will increase the total cost of the project by more than 20 percent.
3. Complying with paragraph (a) is inconsistent with the public interest.

(c) When steel and iron materials are used in a public works project, paragraph (a) does not prevent a minimal use of foreign steel and iron materials if:

1. Such materials are incidental or ancillary to the primary product and are not separately identified in the project specifications; and
2. The cost of such materials does not exceed one-tenth of 1 percent of the total contract cost or \$2,500, whichever is greater. For purposes of this subparagraph, the cost of such materials is that shown to be the value of the iron or steel products as they are delivered to the project.

(d) Electrical components, equipment, systems, and appurtenances, including supports, covers, shielding, and other appurtenances related to an electrical system, necessary for operation or concealment, except transmission and distribution poles, are not considered iron or steel products and are exempt from the requirements of paragraph (a).

(3) INTERNATIONAL AGREEMENTS.—This section shall be applied in a manner consistent with, and may not be construed to impair, the state's obligations under any international agreement.

(4) RULEMAKING.—The Department of Management Services shall develop guidelines and procedures by rule to implement this section.

(5) APPLICABILITY.—This section does not apply to contracts procured by the Department of Transportation subject to the Buy America requirements of 23 C.F.R. s. 635.410.

#### **34.0 Limitation of Liability.**

33.1 In no event, shall the CITY be liable to the CONSULTANT for indirect, incidental, consequential, special, exemplary, or punitive damages of any kind or nature, including loss of profit, whether foreseeable or not, arising out of or resulting from the nonperformance or breach of this contract by the CITY whether based in contract, common law, warranty, tort, strict liability, contribution, indemnity or otherwise.

(THE REMAINDER OF THE PAGE LEFT INTENTIONALLY BLANK)



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

**Attest:**  
**Stephanie Camacho**  
**City Clerk**

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

**By:** \_\_\_\_\_ **By:** \_\_\_\_\_  
**Stephanie Camacho** **Olivia Minshew, City Manager**

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

**Review as to form and legal sufficiency**

\_\_\_\_\_  
**Kristie Hatcher-Bolin, Esquire**  
**City Attorney**

**Date** \_\_\_\_\_

**Attest:** (COMPANY NAME)  
a \_\_\_\_\_ Corporation

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

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

**DATE:** \_\_\_\_\_ **[Title]**

**SEAL**

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

ACKNOWLEDGEMENT OF FIRM, IF A CORPORATION

STATE OF \_\_\_\_\_ COUNTY OF \_\_\_\_\_ Item # 7.

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 WORK**

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

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

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

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

The Consultant shall have the ability to negotiate Supplemental Agreements to the extent necessary or required to complete the Tennessee Street Resurfacing Project. However, the Consultant must seek input from the Construction Project Engineer in negotiating any necessary Supplemental Agreement. All such Supplemental Agreements must be determined to be in

accordance with Florida law by the City prior to approval by the Consultant. For any proposed Supplemental Agreement, the Consultant shall prepare the Supplemental Agreement as a recommendation to the City, which the City may accept, modify or reject upon review.

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

**EXHIBIT "B"**  
**FEE SCHEDULE**

**EXHIBIT “C”**  
**MANDATORY FEDERAL CONTRACT PROVISIONS**

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

126 S. 7th Avenue  
Wauchula, FL 33873



Phone (863) 773-3535  
Fax (863) 773-0773

**TO:** City Commission

**FROM:** Olivia Minshew, City Manager

**DATE:** June 6, 2025

**RE:** Quote for Flashing Lights at School Zone Side Street Entry

At the request of a Commissioner, staff researched the cost of adding flashing lights on the side streets that lead into the Wauchula Elementary school zone. The purpose of these flashing lights would be to provide enhanced notice to drivers entering the zone from side streets, in addition to the signage already in place. Please note that code does not require any signage or flashing lights on side streets leading into school zones.

Staff reached out to Blue Line Solutions, the vendor selected to implement the City's new school zone safety camera system. Blue Line Solutions has provided a quote of approximately \$30,000 to furnish and install the flashing lights at the side streets. Blue Line is nearing completion of the school zone safety project. If the Commission wishes to move forward with this enhancement, we need to authorize the work now.

In addition to the upfront installation cost, it is important to note that there will be ongoing utility and maintenance expenses associated with the flashing lights.

Given the cost and the fact that this type of enhancement is not required by code, staff is requesting direction from the full Commission before proceeding. Please advise if there is consensus to move forward or not.

The quote and pictures of existing signage are included. Staff will be happy to answer questions on this item at the Commission meeting.





West Orange St and S 11<sup>th</sup> Ave



W Bay St and S 11<sup>th</sup> Ave





High St and S 11<sup>th</sup> Ave





**ORDINANCE 2025-11**

**AN ORDINANCE OF THE CITY OF WAUCHULA, FLORIDA; ANNEXING APPROXIMATELY 0.28 ACRES LOCATED AT 572 STENSTROM ROAD (PARCEL NUMBER 09-34-25-0830-00003-0024) 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**, Randy Mayer, 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 “Mayer 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 July, 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

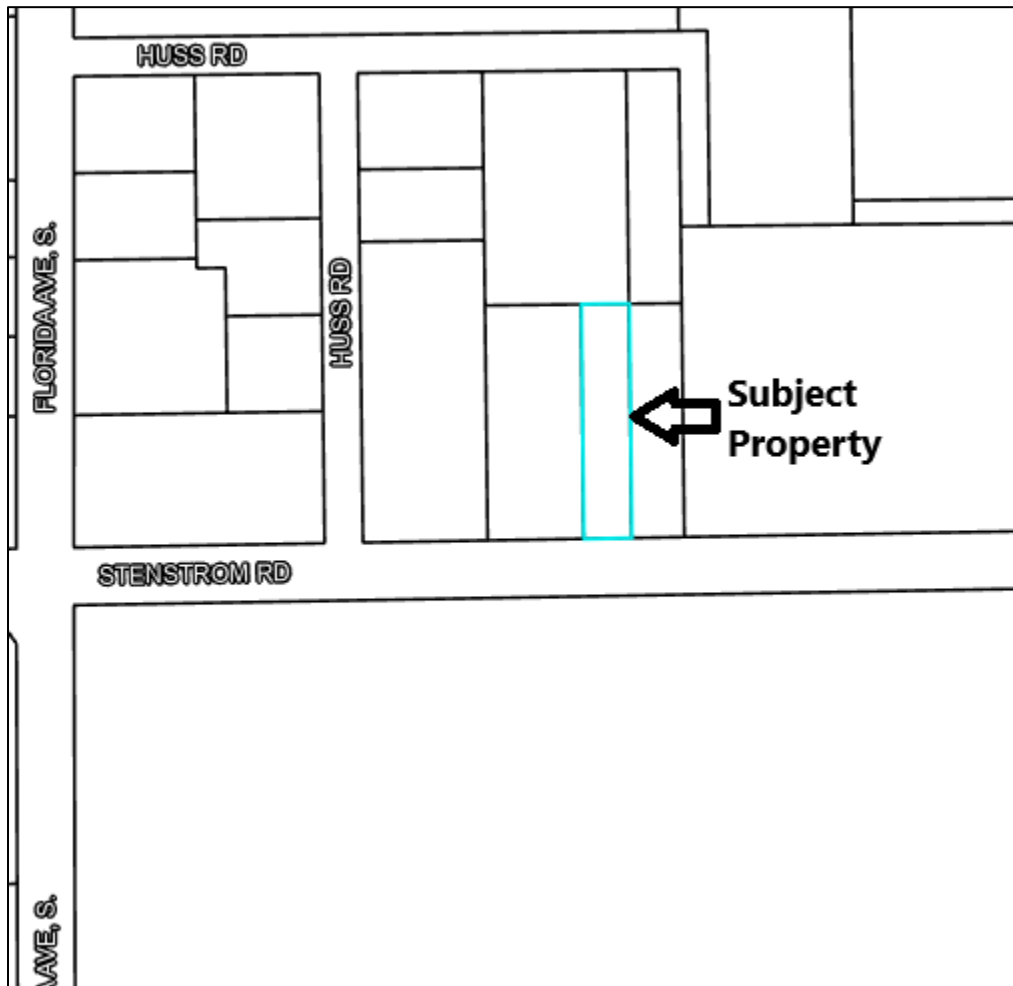
**APPROVED AS TO FORM AND LEGALITY:**

\_\_\_\_\_  
Kristie Hatcher-Bolin, City Attorney



**EXHIBIT "A": LEGAL DESCRIPTION AND MAP**

Lots 24 and 25 of Block 3 of Dixie Highway Homesites, a subdivision in Hardee County, Florida, as per plat recorded in Plat Book 2, Page 13, of the public records of Hardee County, Florida.







**CITY OF WAUCHULA  
HARDEE PROPERTY ANNEXATION  
STAFF REPORT & PROPOSED AMENDMENTS  
July 14, 2025**

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**TO:** City of Wauchula City Commission

**PREPARED BY:** Kyle Long, City of Wauchula

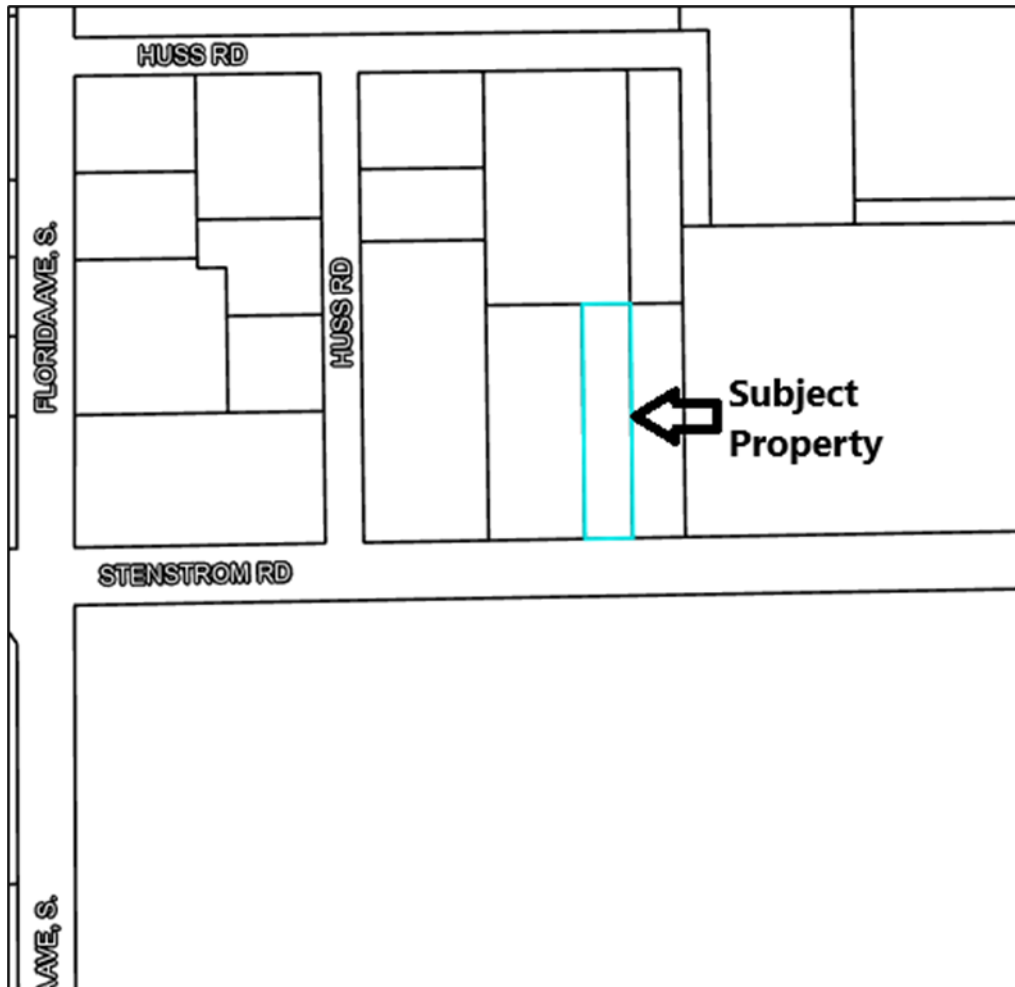
**AGENDA DATE:** July 14, 2025

**REQUESTED ACTION:** Items for Consideration:

1. **ORDINANCE 2025-11:** AN ORDINANCE OF THE CITY OF WAUCHULA, FLORIDA; ANNEXING APPROXIMATELY 0.28 ACRES LOCATED AT 572 STENSTROM ROAD (PARCEL NUMBER 09-34-25-0830-00003-0024) 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.

## **BACKGROUND:**

Randy Mayer (applicant) requests the annexation of approximately 0.28 acres of land, located at 572 Stenstrom Road, further described as parcel: 09-34-25-0830-00003-0024.



This agenda report includes an analysis of the annexation request. This request requires a public hearing, motion, and vote by the City Commission. This process is outlined in the Motion Options portion of this report.

## **PROPERTY INFORMATION**

The property associated with the application is located on the north side of Stenstrom Road (Attached Aerial Map). There is currently an existing house and shed that were built prior to the application and the property is currently serviced by City water utilities.

The City is simultaneously processing plan amendment and rezoning requests from the owner. Mr. Mayer also owns the property to the East that is in the City of Wauchula's jurisdiction and would like to annex 572 Stenstrom Road to make his properties have consistent jurisdictions.

**PUBLIC FACILITIES AND SERVICES ANALYSIS:**

The proposed project is not anticipated to degrade the Level-of-Service (LOS) standards of infrastructure and public service facilities within the surrounding area. Again, City water will be connected to the subject property.

**ENVIRONMENTAL CONDITIONS AND IMPACTS**

None. There is already an existing single family home constructed on the property.

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**PUBLIC HEARING: Annexation**

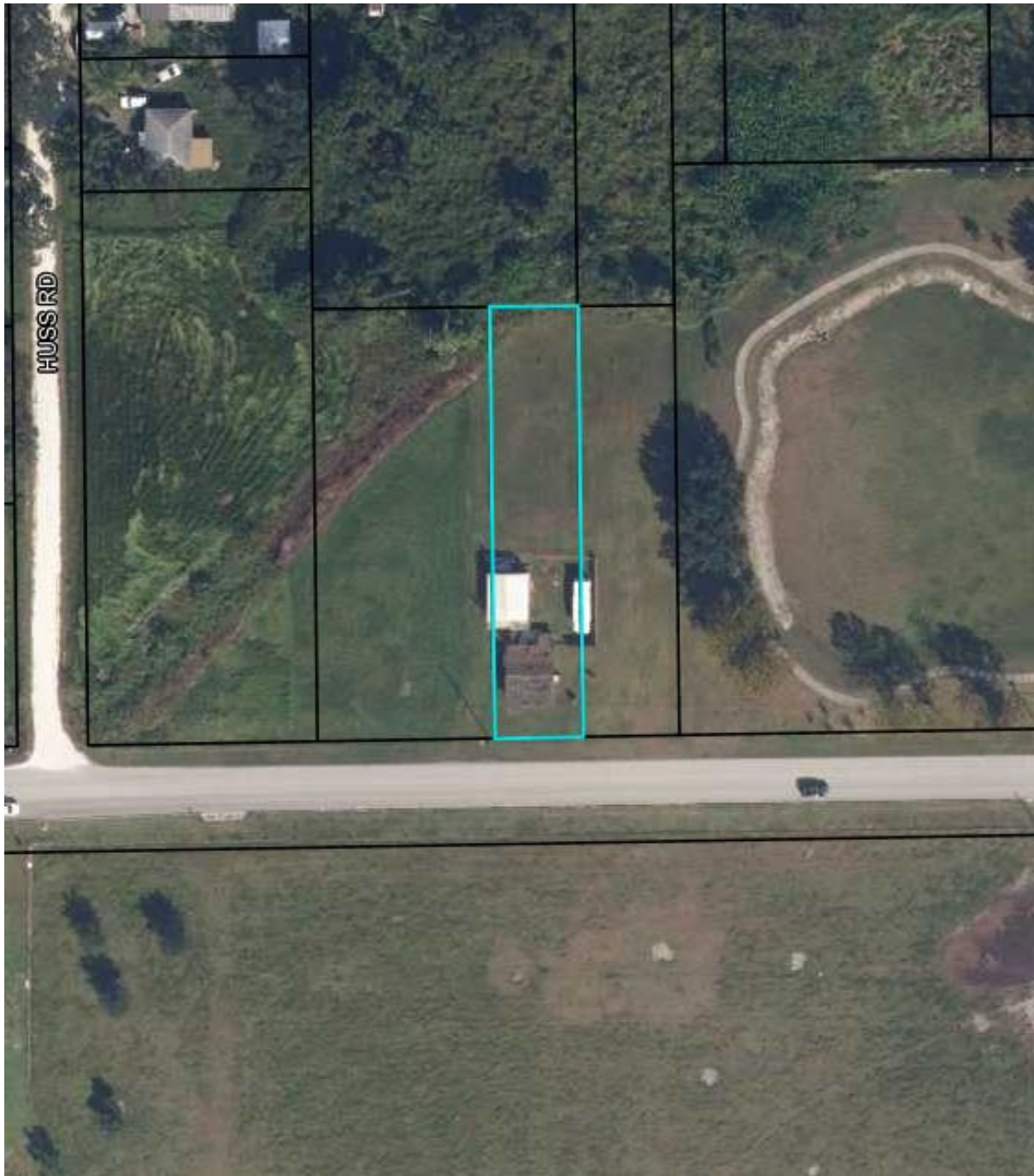
**MOTION OPTIONS:**

1. I move **approval of Ordinance 2025-11** annexing approximately 0.28 acres located at 572 Stenstrom Road (Parcel Number 09-34-25-0830-00003-0024), parcels of land identified in Exhibit "A" hereof; providing for severability; providing for conflicts; providing an effective date.
2. I move **approval with changes of Ordinance 2025-11** annexing approximately 0.28 acres located at 572 Stenstrom Road (Parcel Number 09-34-25-0830-00003-0024), parcels of land identified in Exhibit "A" hereof; providing for severability; providing for conflicts; providing an effective date.
3. I move **denial of Ordinance 2025-11** annexing approximately 0.28 acres located at 572 Stenstrom Road (Parcel Number 09-34-25-0830-00003-0024), parcels of land identified in Exhibit "A" hereof; providing for severability; providing for conflicts; providing an effective date.
4. I move continuation of this item until a date certain.

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**Attachments:**

Aerial Photo – Subject Property  
City/County Boundary Aerial  
Application







**Application:**

**FILL OUT COMPLETELY**

Date Submitted

6/11/25

**CITY OF WAUCHULA**

☐ SPECIAL EXCEPTION ☐ VARIANCE ☒ ANNEXATION  
☐ RE-ZONE ☒ FUTURE LAND USE AMENDMENT  
☐ SUBDIVISION PLAT ☐ ALLEY CLOSURE

A SITE PLAN, TO SCALE, IS NEEDED FOR ALL REQUESTS.  
A METES AND BOUNDS SURVEY IS NEEDED FOR AN ANNEXATION.  
IF YOU LIVE IN A DEED RESTRICTED COMMUNITY, YOU MUST  
PROVIDE A COPY OF THE DEED RESTRICTIONS.

Applicant:

Randy Mayer

Address of request:

572 Stenstrom rd

Mailing address:

572 Stenstrom rd

Daytime Telephone:

941-932-5861

Owner's Name & Address (as shown on property records):

☒ Check, if same as above.

If different: Name:

Mailing Address:

Daytime Telephone:

**NOTE :**

IF THE APPLICANT IS NOT THE OWNER OF THE ABOVE PROPERTY,  
WRITTEN CONSENT BY THE OWNER MUST BE SUPPLIED BY THE  
APPLICANT AT THE TIME OF SUBMITTAL TO THE CITY'S PLANNING  
AND ZONING DEPARTMENT. ALL REQUESTS MAY ONLY BE  
INITIATED BY THE CURRENT PROPERTY OWNER.

Legal description: See attached property card

Current Zoning

F-R

Future Land Use

Town Center

Size of Parcel:

.28 AC

Current Improvements: (Buildings, etc. on property)

Put up Pole Barn

Reason for request:

Put up 24X36 Pole Barn

If Annexation and/or Re-Zone:

Current County Zoning Classification F-R

City Zoning Classification and Future Land Use classification sought: R-2, Low Density Res

What property usage is to the North: Vacant, South: pasture,  
East: Multi-Fam and West: Vacant of your property (example: residence)?

Number of residences on parcel(s) (Existing and/or proposed): 1

Population of parcel(s): 1

\*\*\*\*\***FOR SPECIAL EXCEPTION REQUESTS ONLY**\*\*\*\*\*

Square footage to be used for the activity: \_\_\_\_\_

Proposed Hours: \_\_\_\_\_

Associated Noise: \_\_\_\_\_

Materials stored on premises: \_\_\_\_\_

Traffic caused by activity: \_\_\_\_\_

Number of off-street parking spaces: \_\_\_\_\_

\*\*\*\*\*

Have you filed any previous applications? —

If yes, please describe request and give date of application: \_\_\_\_\_

\_\_\_\_\_

I have read and understand the requirements of the application and agree to pay all costs of the process.



The typical total cost is between \$150.00 and \$300.00.

Signature(s): Randy Mayer

Date: 6/11/25

Print Name(s): Randy Mayer

Signature of applicant(s): Randy Mayer

Date: 6/11/25

Print Name(s): Randy Mayer

**FOR OFFICE USE ONLY**

\_\_\_ Application \_\_\_\_\_

\_\_\_ Ad \_\_\_\_\_

\_\_\_ Copies \_\_\_\_\_ (.15 ea single sided)  
(.20 ea double sided)

\_\_\_ Postage \_\_\_\_\_

Total Due \_\_\_\_\_



## FALLBROOK TAX CREDITS

June 13, 2025

Jessica Newman  
Director  
City of Wauchula  
107 E. Main Street  
Wauchula, Florida 33873

**Re: Florida Voluntary Cleanup Tax Credits**

Dear Ms. Newman:

This agreement (“Agreement”) shall serve as our mutual agreement and understanding with regard to Fallbrook Tax Credits LLC (“Fallbrook”), a Delaware limited liability company, acting as placement agent for City of Wauchula (“Seller” or “City”), a Florida municipality, in the sale of Florida Voluntary Cleanup Tax Credits.

**Project Information:** FDEP Facility Identification Number BF250701001

**Tax Credits:** Florida Voluntary Cleanup Tax Credits in the aggregate amount of Forty Thousand Three Hundred Twenty Six Dollars and Three Cents (\$40,326.03) (the “Tax Credits”) generated as follows:

Certificate Number 2004 - \$8,864.17

Certificate Number 2072 - \$31,461.86

**Seller:** City of Wauchula

**Investor/Services:** Fallbrook has several contacts (each, a “Prospect”) that are potential qualified purchasers of the Tax Credits. Fallbrook shall introduce one or more Prospects who will purchase the Tax Credits, in certificate form, subject to such terms and conditions agreed on by Seller and Prospect. Fallbrook agrees to assist Seller in reaching acceptable terms with Prospect.

**Tax Credit Pricing:** Net Price to Seller: \$0.85 per \$1.00 of Tax Credits  
Gross Purchase Price: No less than \$0.85 per \$1.00 of Tax Credits

**Placement Fee:** Any amount in excess of the Net Price to Seller. Seller shall pay the Placement Fee to Fallbrook within five (5) business days of receipt the Gross Purchase Price from the Prospect. Seller acknowledges and agrees that Prospect may remit the Gross Purchase Price to Fallbrook and within five (5) business days of Fallbrook’s receipt

thereof, Fallbrook shall (i) disburse to Seller the Net Price to Seller and (ii) retain the Placement Fee

**Non-Circumvention:**

Seller understands and agrees that the identity of any Prospect, together with its relationship to Fallbrook, is confidential, valuable, and proprietary information solely held by Fallbrook. Seller shall be liable to Fallbrook for damages if it sells, or causes the sale of, any state or federal tax credits, except the Tax Credits covered by this Agreement, without Fallbrook's written consent, to any Prospect during the term of this Agreement and for a period of three (3) years thereafter.

**Public Records:**

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

- (1) Keep and maintain all records that ordinarily and necessarily would be required by the City to perform the services under this Agreement.
- (2) Upon request from the City, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the costs provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- (3) Ensure that public records that are exempt, or confidential and exempt, from public records disclosures are not disclosed as except as authorized by law for the duration of the Agreement term and following completion of the Agreement if Fallbrook does not transfer the records to the City.
- (4) Upon completion of the services under this Agreement, at no cost, either transfer to the City all public records in Fallbrook's possession or keep and maintain public records required by the City to perform the services. If Fallbrook transfers all public records to the City upon completion of the services, Fallbrook must destroy any duplicate public records that are exempt, or confidential and exempt, from public records disclosure requirements. If Fallbrook keeps and maintains public records upon completion of the services under this Agreement, Fallbrook must meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the

City, in a format that is compatible with the information technology systems of the City.

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

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

**Trade Secrets and  
Proprietary Confidential  
Business Information:**

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

**Governing Law; Venue;  
Waiver of Jury Trial:**

This Agreement shall be governed in all respects by the laws of the State of Florida and any litigation with respect thereto shall be brought exclusively in the courts of Hardee County, Florida or the United States District Court, Middle District of Florida, located in Hillsborough County, Florida. In any dispute, litigation, or arbitration between the parties arising out of or related to this Agreement or the breach thereof, the prevailing party shall be entitled to have its reasonable and actual attorneys' fees, reasonable

expenses, related litigation costs and costs of suit (if any) paid by the non-prevailing party.

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

**Miscellaneous:**

This Agreement shall be in force for an initial period of one (1) year from the date above unless (a) the Agreement is terminated by thirty (30) days written notice or (b) Seller sells all the Tax Credits. Seller's obligation to pay the Placement Fee and the non-circumvention, confidentiality and indemnification provisions of this Agreement will survive the term of this Agreement.

Seller and Fallbrook each hereby agree to indemnify and hold harmless the other party, including that party's affiliates, directors, officers and shareholders against any and all damage, loss, cost or liability arising out of or resulting from any of the indemnifying party's misrepresentations, acts or omissions or those of its employees, agents, directors, officers, and representatives in connection with the undertakings or services performed under this Agreement.

Each party represents and warrants that in performing its obligations under this Agreement, it shall comply with all applicable federal, state and local laws and regulations, and that it is free of any contractual obligations that would prevent it from entering into this Agreement.

This Agreement is the entire agreement of the parties with respect to the subject matter hereof, supersedes all prior agreements and understandings, oral or written, relating to the subject matter hereof, and may not be amended, supplemented, or modified except by written instrument executed by all parties hereto.

This Agreement may be executed in multiple counterparts, each of which shall be deemed an original for all purposes and all of which when taken together shall constitute a single counterpart instrument. This Agreement may be executed by electronically, and each such electronic signature shall have the efficacy of a signed original and may be used in lieu of the original for any purpose. The parties each represent that the person executing this agreement on behalf of such party has been and is duly authorized to execute this Agreement.

[Signature Page Follows]

Please confirm that the foregoing correctly sets forth our agreement by signing and returning to us a copy of this Agreement.

Sincerely,

Agreed To And Accepted As Of The  
Date First Written Above

Fallbrook Tax Credits LLC

City of Wauchula

By: \_\_\_\_\_  
Name: Josh Lederer  
Its: Vice President

By: \_\_\_\_\_  
Name: Jessica Newman  
Its: Director