

WITHLACOOCHEE REGIONAL WATER SUPPLY AUTHORITY
REQUEST FOR CONSULTANT STATEMENT OF QUALIFICATIONS
For
GENERAL PROFESSIONAL ENGINEERING AND TECHNICAL SERVICES

The Withlacoochee Regional Water Supply Authority (Authority) is requesting Statements of Qualifications (SOQ) for consultants for the purpose of providing general professional engineering, and related technical services. Work will be assigned on a project specific basis through the issuance of work orders.

The as-needed services may include but are not limited to: planning; technical assistance to the Executive Director in issue analysis and providing reports to the Authority Board; water supply and conservation planning technical assistance and implementation of the Authority's water supply plans; feasibility studies; coordination with member governments, the Southwest Florida and St. Johns River Water Management Districts and the Florida Department of Environmental Protection; meeting attendance; presentations to various Boards; water quality analysis, water facility and transmission main design, permitting and permit compliance; construction inspection/management services and system evaluations.

An information packet containing details of the contracts and the SOQ submittal requirements is available on Demand Star and upon request from LuAnne Stout at:

Withlacoochee Regional Water Supply Authority
3600 W. Sovereign Path, Suite 228
Lecanto, Florida 34461
352-527-5795

Consultant selection will be in accordance with Section 287.055, Florida Statutes, the Consultants' Competitive Negotiation Act. Firms desiring to provide these professional services to the Authority must submit four (4) paper copies, and four (4) electronic PDF copies of their SOQ in accordance with the requirements contained in the information packet to the attention of Suzannah Folsom, Executive Director at the address listed above no later than 2:00 pm local time, July 15, 2022

Suzannah Folsom, Executive Director
Withlacoochee Regional Water Supply Authority

WITHLACOOCHEE REGIONAL WATER SUPPLY AUTHORITY
INFORMATION PACKAGE
for
GENERAL PROFESSIONAL ENGINEERING/TECHNICAL SERVICES

STATEMENT OF QUALIFICATIONS

The Withlacoochee Regional Water Supply Authority (WRWSA or Authority) is requesting ‘*Statement of Qualifications*’ (SOQ) from engineering/technical consultants (Consultant) for the purpose of providing General Professional Engineering/Technical Services.

AUTHORITY BACKGROUND

The Authority is an independent special district of the state of Florida, created and existing pursuant to Section 373.713 and 163.01, Florida Statutes. The Authority Board is comprised of Citrus, Hernando, Marion and Sumter counties, and one municipality within each county, presently The Cities of Belleview, Bushnell, Inverness and Brooksville; which comprise the Authority’s member governments. The Authority is a multi-county special district of the State of Florida charged with planning for and developing cost efficient, high quality water supplies for its member governments. The Authority promotes environmental stewardship through its water conservation programs and, in the future, will develop alternative water sources to augment groundwater supplies to meet the region’s long-term needs.

The Authority currently owns the Charles A. Black wellfield in Citrus County, with a permitted average annual capacity of approximately 4.6 million gallons per day (mgd) by the Southwest Florida Water Management District and is in the process of a 20-year permit renewal at an annual average capacity of approximately 7.2 mgd. The system includes seven production wells, two water treatment facilities, one 1-million gallon and two 4-million gallon storage tanks and associated wellfield transmission system pipelines.

SCOPE OF SERVICES

General Professional Engineering/Technical Services may include, but not be limited to:

- Population and demand projections
- Implementation of the regional water supply plan initiatives
- Water supply and conservation feasibility studies
- Review and analysis of existing and proposed minimum flows and levels
- Coordination with member governments, the Southwest Florida and St. Johns River Water Management Districts and the Florida Department of Environmental Protection
- Board Meeting attendance and presentations on water supply/conservation related topics
- Wellfield hydrology and hydrogeology
- Water quality analysis

- Water treatment facility and transmission main design
- Permitting and permit compliance assistance
- Engineering evaluation for facility renewal and replacement needs
- Construction inspection/management services
- State and Federal funding assistance

SCHEDULE

<u>Task</u>	<u>Date</u>
Advertise the Request for SOQs	May 20, 2022
Deadline for questions	June 15, 2022
Submittals Due	July 15, 2022, 2:00 p.m.
SOQ Evaluation and Ranking	July 18 – August 29, 2022
Board Approval of top ranked Consultant(s)	September 21, 2022
Contract term	October 1, 2022 - September 30, 2025
Two optional 1-year contract extensions	October 1, 2025 – September 30, 2027

CONSULTANT SELECTION PROCESS

Consultants must demonstrate knowledge and understanding of the Authority and its programs, and compliance with the rules other agencies as may be applicable for specific projects. The Authority reserves the right to select one or more consultants that can best provide the services as needed by the Authority.

After issuance of an invitation for bids, a request for qualifications, or other solicitation, or during renegotiation of an existing contract, prospective offerors/bidders or their agents, representatives or persons acting at the request of such offerors/bidders are prohibited from contacting members of the Authority's Board of Directors and Executive Director or any member of a selection or negotiation committee until after the final recommendation is presented to the Board of Directors for approval or when the solicitation has been canceled or terminated. Any questions concerning a solicitation shall be directed only to LuAnne Stout (lstout@WRWSA.org, 352-527-5795). Failure to adhere to this requirement may make the Consultant or team ineligible for selection at the discretion of the Authority.

STATEMENT OF QUALIFICATION REQUIREMENTS

The SOQ's must also include the following Sections:

1. Consultant Information

- Legal name, address, phone number and email of Consultant.
- Principal location(s) of Consultant offices.
- Legal form of company, i.e., partnership, corporation, joint venture. (if joint venture, identify the members and provide all information required under this section)

2. Contract Manager

- Identification and outline of qualifications and professional experience of Consultant's Contract Manager to serve as point of contact for any and all General Professional Engineering/Technical Services work assigned by the Authority.
3. Support Staff
 - Qualifications and professional experience of other key personnel who will be assigned to conduct project services listed above, and the location of the office to which they will be assigned for this project.
 - Organizational Chart of Project Team/Key Personnel. Note the office location of the staff listed.
 4. Example Projects
 - Examples of up to five (5) similar projects or Contracts completed by Consultant in the last 5 years relating to the scope of services listed above.
 5. Other Contracts in WRWSA Service Area
 - Indicate if Consultant presently represents any of the Authority's member governments in any way.
 - List any open Contracts that the Consultant has with all municipalities within Citrus, Hernando, Marion and Sumter counties.
 - List any open Contracts that the Consultant has with the Southwest Florida Water Management District or the St. John's River Water Management District.
 6. Litigation
 - Indicate if Consultant is currently involved in any litigation against any of the Authority member governments, either directly or retained for testimony and expertise on behalf of any other entity in litigation against the Authority or any of its Members.
 7. References
 - List of at least three (3) references for recent similar contracts that the Authority can contact with respect to Consultant's work performance.
 8. Documentation
 - Signed Sworn Statement under Section 287.133 (3) (a), Florida Statutes, on Public Entity Crimes.

The SOQ shall be limited to no more than thirty (30) pages for all requested information described in this section including the required form listed in Item 8 above. Front and back covers, transmittal letter, and section dividers are excluded from the total of 30 pages. All pages shall be single sided standard 8 ½ x 11 inches in size, margins not less than 1-inch and minimum 12 font size for text.

Consultants desiring to provide these services to the Authority must submit four (4) paper copies and four (4) USB flash drives with electronic PDF of their SOQ in

accordance with the requirements contained in the information package to:

Suzannah J. Folsom, Executive Director
Withlacoochee Regional Water Supply Authority
3600 W. Sovereign Path, Suite 228
Lecanto, Florida 34461
(352) 527-5795

SOQ's must be received by **2:00 p.m. on July 15, 2022**. Late submittals will not be opened or considered. Email submittal of SOQs is not acceptable. In addition, proposals not containing all required information or not in the format specified may, at the option of the Authority, be rejected.

SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(a),
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to WITHLACOOCHEE REGIONAL WATER SUPPLY AUTHORITY by

_____ (Print individual's name and title)

for

_____ (Print name of entity submitting sworn statement)

whose business address is

and (if applicable) its Federal Employer Identification Number (FEIN) is

_____ (If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement:

_____).

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

a) A predecessor or successor of a person convicted of a public entity crime; OR

b) An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term “*affiliate*” includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm’s length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a “person” as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term “person” includes those officers, directors, executives, partners, shareholders, employees, members and agents who are active in management of an entity.

6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. **(Indicate which statement applies.)**

___ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

___ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

___ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing

Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. **(Attach a copy of the final order.)**

I UNDERSTAND THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017 FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

(Signature)

STATE OF _____

COUNTY OF _____

Sworn to and subscribed before me this _____ day of _____, 2022.
Personally known _____ OR produced identification _____.
(Type of Identification)

Notary Public

Name (Printed)_____

My commission expires _____.

**NOTICE OF INTENDED DECISION FOR AWARD OF CONTRACTS --
GENERAL PROFESSIONAL ENGINEERING/TECHNICAL SERVICES**

Recommended Action – Approve recommended list of firms and authorize the Executive Director to execute Agreement for General Professional Engineering/Technical Services with each respective firm contingent on review by legal counsel.

Statement of Qualifications were requested and received on or before July 15, 2022 at 2:00 pm.

Staff recommends the Authority Board of Directors approve the recommended list of firms for award of contracts for ‘General Professional Engineering/Technical Services’ at the Authority Board meeting on September 21, 2022.

Firms (listed alphabetically)	Location

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.

Posted: September XX, 2022

**AGREEMENT FOR GENERAL PROFESSIONAL
ENGINEERING/TECHNICAL SERVICES
BETWEEN THE WITHLACOOCHEE REGIONAL WATER SUPPLY AUTHORITY
AND _____**

The Agreement is made this _____ day of _____, 2022 between the WITHLACOOCHEE REGIONAL WATER SUPPLY AUTHORITY, an independent special district created pursuant to Section 373.1962, Florida Statutes, hereinafter referred to as the “Authority” whose address is 3600 W. Sovereign Path, Suite 228, Lecanto, Florida 34461, and _____, hereinafter referred to as “Consultant” whose address is _____.

WHEREAS, the Authority provides certain governmental services and owns and operates a regional public water supply and delivery system, plans for and develops new drinking water supplies, transmission pipelines, and water treatment and storage facilities; and

WHEREAS, the Authority desires to retain a consultant to provide as-needed General Professional Engineering/Technical Services which may include but are not limited to: planning; technical assistance to the Executive Director in issue analysis and providing reports to the Authority Board; water supply and conservation planning technical assistance and implementation of the Authority’s water supply plans; feasibility studies; coordination with member governments, the Southwest Florida and St. Johns River Water Management Districts and the Florida Department of Environmental Protection; meeting attendance; presentations to various Boards; water quality analysis, water facility and transmission main design, permitting and permit compliance; construction inspection/management services and system evaluations; and

WHEREAS, the Authority has selected Consultant in accordance with the provisions of the Florida Consultant’s Competitive Negotiation Act; and

WHEREAS, Consultant desires to render as-needed General Professional Engineering/Technical Services to the Authority, and has the experience, staff and resources to perform those services.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter contained, the parties hereto agree as follows:

SECTION 1. DEFINITIONS

The following terms as used in the Agreement shall have the following meanings:

- A. “Agreement” – This written document and the Agreement Documents set forth in Section 7 hereof, as it may be amended from time to time.
- B. “As-Needed General Professional Engineering/Technical Services” – Professional engineering/technical services to be provided by Consultant to the Authority from time-to-time, generally consisting of (but not limited to): planning; technical assistance to the Executive Director in issue analysis and providing reports to the Authority Board; water supply planning technical assistance and implementation of the Authority’s water supply plans; feasibility studies; review and analysis of water management district minimum flows and levels and other resource management programs; coordination with member governments, the Southwest Florida and St. Johns River Water Management Districts and the Florida Department of Environmental Protection; meeting attendance; presentations to various Boards; water facility design, permitting and permit compliance; construction inspection/management services and system evaluations.
- C. “Fee Schedule” – Schedule showing billing rates for Consultant’s various personnel classifications which serves as a basis for budget development on tasks within the Scope of Services, and which is included as “Exhibit A” in the Agreement.

- D. “Scope of Services” – Specific tasks and duties to be conducted by Consultant within a pre-determined timeframe for a specified fee to meet a defined objective, collectively comprising a Work Order (a.k.a. Project).
- E. “System” – All real property, interest in real property, fixtures, personal property, wells, buildings, treatment systems, pumps, pipelines, storage facilities, and appurtenant or associated facilities of the Authority used in the storage, treatment and delivery of water to Authority customers.
- F. “Submittal” – Drawings, tests, samples, progress schedules and other schedules, progress reports and other reports, and any other documents required for submission by the Agreement Documents.
- G. “Work Order” (aka Project) – An individual work assignment to be conducted by Consultant at the direction of the Authority, consisting of single or multiple tasks completed within a pre-determined timeframe for a pre-approved fee.

SECTION 2. ENGAGEMENT OF CONSULTANT

The Authority hereby agrees to engage Consultant, and Consultant hereby agrees to perform As-Needed General Professional Engineering/Technical Services as directed by the Authority. Key personnel and sub-consultants shall not be assigned to or removed from the Project by Consultant without the prior written approval of the Authority.

SECTION 3. WORK ORDERS, SCOPE OF SERVICES AND THE CONSULTANT’S RESPONSIBILITY

For each Work Order assigned to Consultant, the Authority and Consultant shall develop a Scope of Services that will include the project objective, project tasks, staffing, completion timeframe

and estimated costs required to complete the Work Order. Consultant shall proceed and furnish these services upon authorization by the Authority. In addition to the services set forth in individual Work Orders, Consultant shall perform the following:

- A. Consultant shall secure at its own expense, all personnel, facilities, and equipment required to perform the services necessary to complete each Work Order.
- B. Consultant shall maintain an adequate and competent staff licensed and operating within the State of Florida.
- C. Consultant shall designate in writing a single representative with whom the Authority shall coordinate. This representative shall have the authority to transmit instructions, receive information, and interpret and deliver Consultant's policies, opinions and decisions related to each assigned Work Order.
- D. Consultant shall secure all licenses or permits required by law for the completion of assigned Work Orders and shall be in compliance with all federal, state and local law, statutes, rules, regulations, ordinances, orders and decisions in effect at the time of the execution of the Agreement and during the time of performance of the Work Order.
- E. Consultant shall, at all times, keep the Authority advised as to the status of each Work Order including, but not limited to, the progress on individual tasks within the Scope of Services. The Authority and/or its authorized representative shall have the right to visit the site and/or the office of Consultant at any reasonable time for purposes of inspection. The documents and drawings obtained or generated under the Agreement shall be maintained by Consultant and made available to the Authority upon request by the Authority at all times during the term of the Agreement and for five (5) years thereafter. In addition to the documents and reports set forth in Work Orders, Consultant shall

deliver to the Authority, at cost, copies of such documents or reports the Authority may request from time to time.

- F. Consultant shall cooperate with other engineers, consultants, construction contractors, and suppliers retained by the Authority as needed.
- G. The Authority shall have the right during the three (3) year period following the expiration or termination of the Agreement to audit Consultant with regard to any financial matters in connection with services of Consultant under this Agreement. The requested audit shall be performed by a certified public accountant selected and paid for by the Authority. Consultant shall make all documents and data available to the Authority. Consultant may have the audit reviewed by Consultant's auditor at Consultant's expense.

SECTION 4. THE AUTHORITY'S RESPONSIBILITY

Except as otherwise provided in individual Work Orders, the Authority's responsibilities are as follows:

- A. To designate the Authority's Executive Director to act on the Authority's behalf with respect to the assigned Work Orders. The Executive Director shall have complete authority to issue Work Orders, transmit instructions, receive information, approve invoices and authorize payments thereon, interpret and define the Authority's policies and decisions with respect to materials, elements, sub-consultants, key personnel and systems pertinent to Consultant's services.
- B. To provide, within a reasonable time from request of Consultant existing data, plans, reports and other information in the Authority's possession or under the Authority's control which are necessary or may be helpful to Consultant in their performance of their

duties, and to provide full information regarding requirements of the Work Orders, including objectives, budget constraints, criteria and other pertinent requirements.

- C. To give prompt written notice to Consultant if the Authority observes or otherwise becomes aware of any fault or defect in any Scope of Services or non-conformance with the Agreement Documents.
- D. To furnish required information and services and render approvals and decisions as expeditiously as necessary for the orderly progress of Consultant's services.

SECTION 5. TIME OF PERFORMANCE

Consultant shall commence work on a Work Order immediately upon receipt of the Work Order and shall satisfactorily complete all work in the Scope of Services for the Work Order within the established project schedule.

SECTION 6. COMPENSATION

Compensation for individual Work Orders performed by the Consultant shall be payable as follows:

- A. Compensation for each Work Order shall be established based on the Fee Schedule in Exhibit "A" and tasks included in the Scope of Services. Individual tasks in a Scope of Services may be compensated as either lump-sum or time-and-materials as negotiated between Consultant and the Authority. The Fee Schedule in Exhibit "A" may be adjusted on an annual basis upon written approval by the Executive Director.
- B. The fair and reasonable expenses of Consultant necessarily incurred in the performance of the duties herein described and agreed to by the Authority shall, upon proper invoice and detail, be paid by the Authority, at actual cost with no mark-up. The Authority shall

also pay out-of-pocket expenses, at actual cost with no mark-up, incurred by Consultant for the Authority relating to the Work Order activities, and agreed to by the Executive Director. Expenses, which may be incurred by Consultant for travel or hotels, must be pre-approved by the Executive Director and, if pre-approved, will be reimbursed in accordance with section 112.061, Florida Statutes (per diem and travel expenses of public officers, employees, and authorized persons). This paragraph supersedes any conflicts that may occur with Exhibit "A".

- C. Consultant shall prepare and submit to the Executive Director for approval monthly invoices for the services rendered and expenses incurred pursuant to completion of each Work Order. All invoices shall be on a calendar month basis. Invoices must be submitted to the Executive Director by the 10th day of the month for work completed the previous month. Payment shall be made expeditiously within a maximum of ninety (90) days after the date on which the monthly invoice is stamped as received by the Authority unless payment is not approved by the Executive Director pursuant to paragraph D. All invoices shall be accompanied by a report identifying the nature and progress of the services performed and in a format approved by the Executive Director.
- D. The Authority reserves the right to withhold payment to Consultant for failure to perform services in accordance with the provisions of the Agreement and the Authority shall promptly notify Consultant if any invoice or report is found to be unacceptable and will specify the reasons therefore.
- E. Consultant shall have the right to suspend services under the Agreement if an invoice becomes delinquent. "Delinquent" shall be defined as an invoice not being paid within ninety (90) days from receipt thereof by the Authority. Consultant's right to suspend

services does not become effective if the Authority has withheld payment of an invoice for cause.

- F. Disputes regarding a monthly invoice and/or report shall be resolved pursuant to section 218.76(2), Florida Statutes, as may be amended.

SECTION 7. AGREEMENT DOCUMENTS

The documents, which comprise the Agreement between the Authority and Consultant, consist of the Agreement and the following documents, which are attached hereto and incorporated by reference;

- A. Consultant's DATE, 2022 Statement of Qualifications
- B. Fee Schedule, attached hereto as Exhibit "A",
- C. Certificate of Insurance, attached hereto as Exhibit "B",
- D. Any written amendments, modifications, work orders or addenda to the Agreement.

SECTION 8. DOCUMENTS AND DATA

- A. All original documents prepared by Consultant are instruments of service and shall become property of the Authority. However, the use of data gathered under the Agreement shall be restricted and limited to the purposes of the Agreement, excluding the data in the public domain, and shall not be used in connection with other contracts or for other clients of Consultant without written permission of the Authority. Consultant will provide the Authority with reproducible copies of all reports and other documents. Copies of electronic media used to store data shall be provided to the Authority in a format suitable for hard copy print out. Reports, documents and maps obtained from other agencies in the course of executing the Scope of Services will be considered the

property of the Authority and will be delivered by Consultant to the Authority upon the Authority's request and/or completion of each work order.

- B. Copies of all technical data and working papers regarding any Work Order shall be made available to the Authority in accordance with Section 3, Paragraph E.
- C. All tracings, plans, specifications, maps, evaluations, reports and technical data including working papers prepared or obtained under the Agreement, shall become the property of the Authority without restriction or limitation of use, and shall be made available, upon request, to the Authority at any reasonable time. Consultant may retain copies thereof for their files and internal use. Any use by the Authority of such materials obtained under the Agreement for any purpose not within the Scope of Services of Consultant pursuant to the Agreement or use of incomplete materials obtained from Consultant by the Authority shall be made at the risk of the Authority and made without liability to Consultant. However, this does not constitute a disclaimer of the professional competency of the original work as used within a Work Order.
- D. All final plans, contract documents and/or such other documents that are required by Florida Law to be endorsed and are prepared by Consultant in connection with a Work Order shall bear the certification of a person in the full employment of Consultant or duly retained by Consultant and duly licensed and with current registration in the State of Florida in the appropriate professional category.
- E. Consultant shall make any patentable product or result of the Scope of Services and all information, design, specifications, data, and findings available to the Authority in accordance with Section 3, Paragraph E. No material prepared in connection with the Project will be subject to copyright by Consultant. The Authority shall have the right to publish, distribute, disclose and otherwise use any material prepared by Consultant

pursuant to assigned Work Orders. Any use of materials or patents obtained by the Authority under the Agreement for any purpose not within the Scope of Services of Consultant pursuant to the Agreement shall be at the risk of the Authority. At the Authority's discretion, whenever any renderings, photographs of renderings, photographs of model, or photographs of the Project are released by the Authority for publicity, proper credit for engineering shall be given to Consultant, provided the giving of such credit is without cost to the Authority.

- F. For a period of five (5) years after the completion of the work orders, Consultant agrees to provide the Authority with copies of any additional materials in their possession resulting from the performance of the Agreement in accordance with Section 3, Paragraph E, at cost. However, this provision shall not be considered a waiver of any claim of attorney/client privilege to which Consultant is entitled.
- G. Consultant shall not publish, copyright, or patent any of the data furnished or developed pursuant to any assigned Work Order without first obtaining the Authority's written consent.

SECTION 9. PUBLIC RECORDS

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (352) 527-5795, sfolsom@wrwsa.org, LECANTO GOVERNMENT BUILDING, 3600 W. SOVEREIGN PATH, SUITE 228, LECANTO FL 34461

The Contractor must comply with Florida's public records laws, including but not limited to the following:

- A. Keep and maintain public records required by the public agency in order to perform the service.
- B. Upon request from the public agency's custodian of public records, provide the public agency 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 cost provided in Chapter 119, F.S., or as otherwise provided by law.
- C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the public agency.
- D. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the contractor or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

SECTION 10. STANDARD OF PERFORMANCE

Consultant shall perform and complete all assigned Work Orders in a timely manner and in accordance with the standard of care, skill and diligence customarily provided by an experienced engineering organization rendering the same services, and in accordance with sound engineering principles and practices. The Authority shall decide all questions, difficulties and disputes of any nature whatsoever that may arise under or by reason of the Agreement, the prosecution and fulfillment of the services called for hereunder, or the character, quality, amount, or value thereof. The decision of the Authority upon all such claims, questions, or disputes shall be reasonable and in adherence with sound engineering principles and practices.

SECTION 11. CONSULTANT'S ACKNOWLEDGEMENTS AND REPRESENTATIONS

Consultant acknowledges and explicitly represents to the Authority the following:

- A. Consultant is duly authorized to conduct business in the State of Florida.
- B. In connection with the work to be performed under the Agreement, Consultant agrees to comply with any applicable provisions of State and Federal Equal Employment Opportunity statutes and regulations.
- C. Consultant has familiarized itself with the nature and extent of the Agreement, services expected to be performed under the Agreement, and federal, state and local laws, statutes, rules, regulations, ordinances, order and decisions, that may affect Consultant's performance of the Agreement.
- D. Consultant has reviewed the Agreement (including its Exhibits) and all available information and data shown or indicated in the Agreement and has given the Authority written notice of all conflicts, errors, ambiguities, or discrepancies that it has discovered

in the Agreement or information or data, and the written resolution thereof by the Authority is acceptable to Consultant.

- E. Consultant shall obtain and review all information and data which relates to assigned Work Orders or which Consultant may reasonably anticipate may affect cost, scheduling, progress, performance or furnishing of any Scope of Services, including, but not limited to, information and data indicated in the Agreement Documents or related to work under separate contracts, to the extent such work may interface with Consultant's services provided pursuant to the Agreement.
- F. Consultant recognizes and acknowledges that the time for the performance of each Work Order is of the essence in the Agreement.

SECTION 12. SUSPENSION OF PROJECT – EXTRA WORK

- A. The Authority shall have the absolute right to terminate or suspend any Work Order, or amend any Scope of Services upon mutual agreement, at any time and for any reason upon reasonable notice, and such action on its part shall not be deemed a default or breach of the Agreement. Suspensions or termination of a Work Order, and amendments to any Scope of Services by the Authority shall be in writing.
- B. If Consultant is of the opinion that any service the Authority directs it to perform substantially increases the services of Consultant beyond the original Scope of Services for a Work Order ("Extra Work"), Consultant shall, within ten (10) days of such direction, notify the Authority in writing of this opinion. The Authority shall, within twenty (20) days after receipt of such notification, fairly judge as to whether or not such service in fact increases the services of Consultant beyond the Scope of Services in the Agreement and constitutes Extra Work. If the Authority determines such service does

constitute Extra Work, it shall provide extra compensation to Consultant negotiated by the Authority and Consultant based upon the provisions of Section 6 above.

- C. In the event a Work Order project is entirely or partly suspended, delayed, or otherwise hindered by any cause whatsoever, Consultant shall make no claims for additional compensation or damages owing to such suspensions, delays or hindrances. Such suspensions, delays or hindrances may only be compensated for by an extension of time, as the Authority may decide however such extension shall not operate as a waiver of any other rights of the Authority. Upon resumption of the Project, Consultant shall resume its services until the Scope of Services is completed in accordance with the Agreement, and the time for completion of the services, which were suspended, shall be extended for the duration of the suspension.
- D. If, in the opinion of the Authority, the progress of an assigned Work Order during any period is substantially less than the amount which is necessary to meet the project schedule, the Authority may require Consultant to take whatever action is necessary, in the opinion of the Authority, to put the Work Order back on schedule. Such action shall not constitute Extra Work unless the delays were caused by circumstances beyond the control of Consultant or its agents, employees or subcontractors.
- E. In the event of claims by others against the Authority in connection with work being conducted under this Agreement, Consultant shall provide to the Authority such technical assistance that the Authority may request. Such assistance shall constitute Extra Work, unless such claims are caused by the failure of Consultant, its agents, employees, or subcontractors to comply with the terms and conditions of the Agreement or otherwise perform their duties under the Agreement.

F. If Authority requires Consultant to assist with an audit of the Project costs, such assistance shall not be considered Extra Work.

SECTION 13. SUBCONTRACTORS

Consultant shall not sublet, assign, or transfer the Agreement or any work specifically authorized in the Agreement without the prior written consent of the Authority, which consent may be withheld in the Authority's sole discretion. Consultant shall be solely responsible for the employment, direction, supervision, compensation and control of any and all subcontractors, consultants, experts or other persons employed by Consultant. Consultant shall cause all subcontractors, consultants, experts or other persons employed by Consultant to provide special services which may be necessary for the completion of the Scope of Services to abide by terms and conditions of the Agreement and all applicable law as their work or services affect the Authority. Consultant shall not permit any subcontractor, supplier or other person or organization to perform work or services unless such subcontractor, supplier or other person or organization has complied with the workers' compensation insurance requirements contained in Section 14 herein.

SECTION 14. INDEPENDENT CONTRACTOR

Neither the Authority nor any of its contractual staff shall have any control over the conduct of Consultant or any of Consultant's employees, except as herein set forth, and Consultant expressly warrants not to represent at any time or in any manner that Consultant or Consultant's agents, servants or employees are in any manner agents, servants or employees of the Authority. It is understood and agreed that Consultant is, and shall at all times remain as to the Authority, a

wholly independent contractor and that Consultant's obligations to the Authority are solely as prescribed by the Agreement.

SECTION 15. INSURANCE

- A. The Consultant shall purchase and maintain such workers compensation, commercial (occurrence form) or comprehensive general liability, professional liability and other insurance as are appropriate for the services being performed hereunder by Consultant, its employees or agents.
- B. The amounts and types of insurance shall conform to the following minimum requirements:
1. Workers Compensation. Coverage must apply for all employees and statutory limits in compliance with the applicable state and federal laws. In addition, the policy must include the following:
 - a. Employer's Liability with a minimum limit per accident in accordance with statutory requirements.
 - b. Notice of Cancellation and/or Restriction. The policy must be endorsed to provide the Authority with thirty (30) days written notice of cancellation and/or restriction.
 2. Commercial or Comprehensive General Liability. Coverage must include:
 - a. \$1,000,000.00 combined limit per occurrence for bodily injury, personal injury and property damage.
 - b. Contractual coverage applicable to this specific contract, including any hold harmless and/or indemnification agreement, broad form property damage, explosion, collapse, and underground hazard coverage and independent contractor's coverage.
 - c. Additional Insured. Authority is to be specifically included as an additional insured.
 - d. Notice of Cancellation and/or Restriction. The policy must be endorsed to provide the Authority with thirty (30) days written notice of cancellation and/or restriction.
 3. Comprehensive Automobile Liability. Coverage must be afforded on a form no more restricted than the latest edition of the Comprehensive Automobile Liability Policy filed by the Insurance Services Office and must include:

- a. \$1,000,000.00 combined single limit per accident for bodily injury and property damage.
- b. Owned Vehicle.
- c. Hired and Non-Owned Vehicles.
- d. Employee Non-Ownership.
- e. Additional Insured. The Authority is to be specifically included as additional insured.
- f. Notice of Cancellation and/or Restriction. The policy must be endorsed to provide the Authority with thirty (30) days written notice of cancellation and/or restriction.

4. Professional Liability. Coverage must include:

- a. Minimum limit of \$1,000,000.00 per occurrence or claim of malpractice, negligence, error and omissions.
- b. Minimum limit of \$1,000,000.00 in the aggregate for claims of malpractice, negligence, error and omissions.
- c. Notice of Cancellation and/or Restriction. The policy must be endorsed to provide the Authority with thirty (30) days written notice of cancellation and/or restriction.

- C. Consultant must deliver to the Authority Certificates of Insurance evidencing the insurance coverage specified in this Section 14 prior to commencing work under the Agreement. The required Certificates of Insurance not only shall name types of policies provided but also shall refer specifically to the Agreement.
- D. Insurance coverage shall be placed with insurers or self-insurance funds, satisfactory to the Authority, licensed to do business in the State of Florida and with a resident agent designated for the service of process. Consultant shall provide the Authority with financial information concerning any self-insurance fund insuring Consultant. At the Authority's option, Self-Insurance Fund financial information may be waived.
- E. All the policies of insurance so required of Consultant, except workers compensation and professional liability, shall be endorsed to include as additional insureds: the Authority, its directors, officers and agents. Such insurance policies shall include or be endorsed to include a cross liability clause so the additional insureds will be treated as if a separate policy were in existence and issued to them. If the additional insureds have other

insurance, which might be applicable to any loss, the insurance required of Consultant shall be considered primary, and all other insurance shall be considered excess. The cross liability clause does not increase the limits of liability or aggregate limits of the policy.

- F. Deductible and self-insured retention amounts shall be subject to approval by the Authority, which approval shall not be unreasonably withheld. Consultant is responsible for the amount of any deductibles or self-insured retentions.
- G. Approval of the insurance by the Authority shall not relieve or decrease the liability of Consultant hereunder. Consultant acknowledges and agrees the Authority does not in any way represent the insurance (or the limits of insurance) specified in this Article is sufficient or adequate to protect Consultant's interests or liabilities, but are merely minimums.
- H. All of the policies of insurance required to be purchased and maintained (or the certificates or other evidence thereof) shall contain a provision or endorsement that the coverage afforded will not be cancelled, materially changed, or renewal refused, until at least thirty (30) days prior written notice has been given to the Authority and Consultant by certified mail. Consultant shall give notice to the Authority within twenty-four (24) hours of any oral or written notice of adverse change, non-renewal or cancellation. If the initial insurance expires prior to completion of the work, renewal Certificates of Insurance shall be furnished thirty (30) days prior to the date of their expiration.
- I. All insurance required hereunder shall remain in full force and effect until final payment and at all times thereafter when Consultant may be observing the correction, removal or replacement of defective work.

- J. Professional liability insurance shall continue in force until the end of the fifth (5th) calendar year following the calendar year in which the Agreement is terminated. The current professional liability insurance policy, if not renewed, shall provide for an extended reporting period on the existing policy through said fifth (5th) calendar year.
- K. Consultant shall, upon request by the Authority, deliver to the Authority a copy of each insurance policy purchased by Consultant.
- L. All policies, except for workers' compensation and professional liability, shall contain provisions to the effect that in the event of payment of any loss or damage the insurer will have no rights of subrogation against the Authority, its consultants, directors, officers, representatives or agents. Nothing contained in these insurance requirements is to be construed as limiting the liability of Consultant or Consultant's insurance carriers.
- M. The commercial (occurrence form) or comprehensive general liability (occurrence form) insurance shall include contractual liability insurance applicable to all of the Consultant's obligations under the Agreement, including any indemnity or hold harmless provision.
- N. Consultant shall require each of its subcontractors, suppliers and other persons or organizations working for Consultant to procure and maintain, until the completion of that party's work or services, insurance of the types and in the coverage amounts required to be carried by Consultant in the Agreement unless the Authority agrees, in writing, to other types of coverage and/or lower coverage amounts. Provided, however, professional liability insurance shall not be required under the Agreement for subcontractors, suppliers or other persons or organizations working for Consultant, unless such party is a licensed professional. The preceding sentence does not preclude Consultant for requiring such insurance. Consultant shall be responsible for ensuring all of its subcontractors, suppliers and other persons or organizations working for Consultant in connection with the Project

comply with all of the insurance requirements contained herein relative to each such party.

SECTION 16. INDEMNIFICATION OF THE AUTHORITY

Consultant shall indemnify and hold harmless the Authority, and its directors, officers and contractual staff from liabilities, damages, losses, and costs, including but not limited to, reasonable attorney's fees, to the extent caused by negligence, recklessness, or intentional wrongful conduct of Consultant and other persons employed or utilized by the Consultant in performance of the Agreement. The execution of the Agreement by Consultant shall obligate Consultant to comply with the foregoing indemnification provision; however, the obligations of insuring this indemnification must also be complied with as set forth in Section 14 herein.

SECTION 17. TERM OF AGREEMENT

A. The term of this Agreement is for three (3) years and may be extended for two (2) one (1) year periods upon mutual written agreement of both parties.

SECTION 18. TERMINATION OF AGREEMENT BY THE AUTHORITY

A. The Agreement may be terminated by the Authority, with or without cause, upon ten (10) days written notice. If the Agreement is so terminated, Consultant shall be paid for all services performed, pursuant to the terms and conditions of the Agreement, through the date of Consultant's receipt of notice of termination. If the Agreement is so terminated, Consultant must promptly deliver to the Authority copies of all then completed deliverable items and all tracings, drawings, survey notes and other documents that directly support the deliverables prepared by Consultant.

B. In the event the Agreement should be terminated by Authority or Consultant, or the term of the agreement expires, the duties and obligations of Consultant under the following provisions shall survive termination and continue in full force and effect:

1. Section 3(G) and 11(F), regarding Audits;
2. Section 8, regarding Project Documents and Data;
3. Section 14(J), regarding Professional Liability Insurance; and
4. Section 15, regarding Indemnification

SECTION 19. SEVERABILITY

In the event any provision of the Agreement shall, for any reason, be determined invalid, illegal or unenforceable in any respect, the parties hereto shall negotiate in good faith and agree to such amendments, modifications or supplements of the Agreement or such other appropriate actions as shall, to the maximum extent practicable in the light of such determination, implement and give effect to the intentions of the parties as reflected herein, and the other provisions of the Agreement, as amended, modified, supplemented or otherwise affected by such action, shall remain in full force and effect.

SECTION 20. PROHIBITION AGAINST CONTINGENCY FEES

Consultant warrants it has not employed or retained any company or person, other than a bona fide employee working solely for Consultant to solicit or secure the Agreement and that Consultant has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, gift or any other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, the Authority shall have the right to terminate the Agreement without liability, and at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration.

SECTION 21. TRUTH-IN-NEGOTIATIONS/PUBLIC ENTITY CRIMES AFFIDAVIT

Consultant certifies that wage rates and other factual unit costs included in the Fee Schedule are accurate, complete and current at the time of contracting. Consultant represents that he has furnished a Public Entity Crimes Affidavit pursuant to Section 287.133, Florida Statutes.

SECTION 22. SUCCESSORS AND ASSIGNS

Neither Authority nor Consultant shall assign, sublet or transfer any interest in the Agreement without the written consent of the other. The Authority and Consultant, respectively, bind themselves, their partners, successors, assigns and legal representatives to the other party to the Agreement and to the partners, successors, permitted assigns and legal representatives of such other party with respect to all covenants of the Agreement.

SECTION 23. FORCE MAJEURE

Consultant is not responsible for damages or delay in performance caused by acts of God, strikes, lock-outs, accidents, or other events beyond control of Consultant. In any such event, Consultant's contract price and schedule shall be equitably adjusted.

SECTION 24. NO THIRD PARTY BENEFICIARY

This Agreement gives no rights or benefits to anyone other than the Authority and Consultant and has no third-party beneficiaries.

SECTION 25. DISPUTE RESOLUTION

The Parties will use their best efforts to resolve amicably any dispute, including use of alternative dispute resolution options.

SECTION 26. CONTROLLING LAW

- A. The Agreement is to be governed by the laws of the State of Florida. The sole and exclusive venue for any litigation resulting out of the Agreement shall be in Citrus County, Florida.
- B. In the event of any litigation arising out of the Agreement, the prevailing party shall be entitled to recover from the non-prevailing party all litigation expenses, including witness fees, court costs and attorneys’ fees at both the trial and appellate level.

SECTION 27. NOTICES

Any notices or other writings permitted or required to be delivered under the provisions of the Agreement must be in writing and shall be delivered by sending the notice by personal delivery, U.S. regular mail, U.S. express mail or by U.S. certified mail, return receipt requested, in any event with sufficient postage affixed, and addressed as follows:

If to the Authority: Withlacoochee Regional Water Supply Authority
 3600 W. Sovereign Path, Suite 228
 Lecanto, Florida 34461
 Attention: Suzannah Folsom, PE, PMP, Executive Director

If to the Consultant: _____

 Attention: _____, _____

Either party may change said address by notice in writing to the other party in the manner herein provided.

SECTION 28. EXTENT OF AGREEMENT

- A. The Agreement represents the entire and integrated agreement between the Authority and Consultant and supersedes all prior negotiations, representations or agreement, either written or oral.
- B. Except as is provided for in Section 11 hereof, the Agreement may only be amended, supplemented, modified, changed or cancelled by a written instrument duly executed by both parties.
- C. Consultant shall cooperate with the Authority in making any reasonable changes to the Agreement.

IN WITNESS WHEREOF, the parties hereto have executed the Agreement as of the day and year written above.

ATTEST:

**WITHLACOCHEE REGIONAL
WATER SUPPLY AUTHORITY**

BY: _____

Suzannah J. Folsom, PE, PMP

Date

Executive Director

WITNESSES:

Date

BY: _____

Print Name

Title

PREPARED BY:

Robert W. Batsel, JR., Attorney
General Counsel for

Withlacoochee Regional Water Supply Authority