

**AGREEMENT FOR PROFESSIONAL SERVICES**

This Agreement for Professional Services is made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by and between **TAMPA BAY WATER, A Regional Water Supply Authority**, an interlocal governmental agency of the State of Florida created and existing pursuant to Sections 163.01, 373.1962 and 373.1963, Florida Statutes (TAMPA BAY WATER), and \_\_\_\_\_ (CONSULTANT), a corporation in the State of \_\_\_\_\_ and authorized to do business in the State of Florida.

**WITNESSETH:**

**WHEREAS**, TAMPA BAY WATER desires to retain CONSULTANT to provide certain professional services consisting of: \_\_\_\_\_; and

**WHEREAS**, TAMPA BAY WATER has selected CONSULTANT in accordance with TAMPA BAY WATER's procurement policy, and applicable provisions of Law; and

**WHEREAS**, CONSULTANT desires to provide the professional services required by TAMPA BAY WATER with respect to the Project, as hereinafter defined;

**NOW, THEREFORE**, in consideration of the premises set forth above, and of the mutual promises set forth below, and other good and valuable consideration, the sufficiency and adequacy of which are hereby acknowledged, the parties hereto, intending to be legally bound, agree as follows:

- 1.0 **DEFINITIONS.** The following terms as used in this Agreement shall have the following meanings:
  - 1.1 Agreement - This written document, as it may be amended from time to time in accordance with paragraph 21.3 hereof.
  - 1.2 Date of Commencement - The date on which TAMPA BAY WATER delivers to CONSULTANT written notice to proceed with the Services.
  - 1.3 Law - All laws, statutes, rules, regulations, ordinances, codes and/or orders applicable to the Services.
  - 1.4 Project - The professional services for \_\_\_\_\_.
  - 1.5 Services - The services as provided for in Schedule "A", as well as any and all obligations, duties and responsibilities required of CONSULTANT pursuant to this

Agreement. The term "Services" shall also include all Additional Services which are subsequently authorized in writing by TAMPA BAY WATER.

- 1.6 Additional Services – Subject to Section 11 hereof, any services that are authorized in writing by TAMPA BAY WATER subsequent to the execution of this Agreement by amendment in accordance with paragraph 21.3 hereof.
- 1.7 Subconsultant – All contractors, subcontractors, consultants, subconsultants, suppliers, experts and other entities retained by CONSULTANT to perform or provide any portion of the Services required hereunder.
- 2.0 ENGAGEMENT OF SERVICES. TAMPA BAY WATER hereby contracts with CONSULTANT for CONSULTANT to perform the Services, and CONSULTANT hereby agrees to perform the Services upon the terms and conditions set forth in this Agreement.
- 3.0 TERM. The term of this Agreement shall continue until all Services required hereunder have been performed or this Agreement is sooner terminated in accordance with the procedures set forth herein.
- 4.0 PROJECT COMPENSATION.
  - 4.1 For the timely and proper performance of the Services, TAMPA BAY WATER shall pay CONSULTANT the compensation set forth in Schedule "B", which is attached hereto and made a part hereof, consistent with the provisions for payment set forth in Tampa Bay Water's Administrative Policy 650-15 which is attached as Schedule "C". TAMPA BAY WATER shall reimburse CONSULTANT for travel expenses other than travel expenses which are included in lump sum payment items (subject to the "administrative limits" of Section 112.061, Florida Statutes and Administrative Policy 650-15), provided CONSULTANT (a) maintains appropriate documentation substantiating the expense, (b) discloses that such claimed expense is true and correct as to every material matter, and (c) honors a claim for refund by TAMPA BAY WATER should such reimbursement be in excess of the administrative limits. Nothing herein shall prevent the payment to CONSULTANT for lump sum items which include travel expenses consistent with the administrative limits.
  - 4.2 CONSULTANT hereby certifies that the wage rates and other factual unit costs supporting that compensation are accurate, complete and current at the time this Agreement is executed. Further, CONSULTANT acknowledges and agrees that any compensation to be paid under this Agreement, both as originally set forth in Schedule "B" or for any Additional Services hereafter authorized in writing by TAMPA BAY WATER, will be adjusted to exclude any significant sums by which TAMPA BAY WATER determines such compensation was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit cost. Further, CONSULTANT acknowledges and agrees that any such adjustment to compensation may be made within one year of the expiration or termination of this Agreement.

- 5.0 PROJECT SCHEDULING. CONSULTANT shall perform the Services in accordance with the milestone dates and/or progress schedule set forth in Schedule "D".
- 6.0 CONSULTANT's REPRESENTATIONS AND WARRANTIES. CONSULTANT represents and warrants to TAMPA BAY WATER as follows:
- 6.1 CONSULTANT is duly authorized to conduct business in the State of Florida.
- 6.2 CONSULTANT has, or it will secure at its own expense, all personnel, facilities, and equipment required to perform and complete the Services.
- 6.3 CONSULTANT shall maintain an adequate and competent staff of professionals licensed and located within the State of Florida. CONSULTANT shall designate in writing a single representative with whom TAMPA BAY WATER shall coordinate. This representative shall have authority to transmit instructions, receive information, interpret and deliver CONSULTANT's policy and decisions related to the Services and bind CONSULTANT with respect to any matter arising out of or relating to this Agreement.
- 6.4 CONSULTANT has or shall secure all licenses or permits required by Law for the performance of the Services and shall comply with all Laws in effect at the time of the execution of this Agreement and the time of performance of the Services.
- 6.5 CONSULTANT has familiarized itself with the nature and extent of this Agreement, the Project, the Services, the site, locality, and all local conditions and Law that may affect CONSULTANT's performance of this Agreement, including CONSULTANT's compensation, the progress schedule and/or the performance or furnishing of the Services.
- 6.6 CONSULTANT has reviewed this Agreement (including its Schedules) and all available information and data shown or indicated in this Agreement and has given TAMPA BAY WATER written notice of all conflicts, errors, ambiguities, or discrepancies that it has discovered in this Agreement or information or data, and the written resolution thereof by TAMPA BAY WATER is acceptable to CONSULTANT.
- 6.7 CONSULTANT shall obtain and review all information and data which relates to the Services or which CONSULTANT may reasonably anticipate may affect cost, scheduling, progress, performance or furnishing of the Services, including, but not limited to, information and data related to the Project work of others under separate contracts, to the extent that such work may interface with the Services hereunder.
- 6.8 At all times during the performance of the Services, CONSULTANT shall comply with Title VII of the Civil Rights Act of 1964, as amended, and the Florida Civil Rights Act of 1992. CONSULTANT shall not discriminate in any form or manner against its employees or applicants for employment on the basis of race, color, national origin, religion, sex, age, handicap or marital status. Further, CONSULTANT shall comply

with all applicable rules, regulations or executive orders promulgated to give effect to the Civil Rights Act of 1964, as amended.

- 6.9 CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for CONSULTANT, to solicit or secure this Agreement. Further, 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 other consideration, contingent upon or resulting from the award or making of this Agreement. CONSULTANT represents that it has complied with the provisions of Section 287.055(6), Florida Statutes.
- 6.10 CONSULTANT has represented and warrants to TAMPA BAY WATER that CONSULTANT has special expertise in the type of professional services to be provided pursuant to this Agreement and CONSULTANT acknowledges that such representations were a material inducement to TAMPA BAY WATER to enter into this Agreement with CONSULTANT. CONSULTANT, in representing TAMPA BAY WATER, shall promote the best interest of TAMPA BAY WATER and assume towards TAMPA BAY WATER a fiduciary relationship of the highest trust, confidence and fair dealing.
- 6.11 CONSULTANT shall immediately notify TAMPA BAY WATER if it becomes aware of any facts or circumstances which may reasonably give rise to any claim against TAMPA BAY WATER for Services performed under or related to the Services performed under this Agreement.
- 6.12 CONSULTANT agrees that to the extent the performance of Services hereunder involves construction, CONSULTANT acknowledges that it has reviewed or will review TAMPA BAY WATER's applicable construction contract form that will be utilized with respect to and prior to any construction of the Project, and CONSULTANT agrees that all services to be provided under said construction contract are expressly included and incorporated into the Scope of Services set forth in Schedule A to be provided by CONSULTANT under this Agreement.
- 6.13 CONSULTANT has the full power and authority to execute and deliver this Agreement and to incur and perform the obligations provided for herein, all of which have been duly authorized by all proper and necessary actions of the governing entity of CONSULTANT.
- 6.14 This Agreement is a valid, binding and enforceable obligation of CONSULTANT, and does not violate any law, rule, regulation, contract or agreement otherwise enforceable by or against CONSULTANT, except as same may be limited by bankruptcy, insolvency, reorganization or other similar laws affecting the rights of creditors generally.
- 7.0 TAMPA BAY WATER'S DUTIES.

- 7.1 TAMPA BAY WATER shall review and consider, in a reasonably prompt and thorough fashion, all applications for payments, reports, schedules, estimates, drawings, proposals or other documents presented to TAMPA BAY WATER by CONSULTANT and shall inform CONSULTANT of all of TAMPA BAY WATER's decisions or otherwise take appropriate action within a reasonable time so as to not unreasonably delay the Services of CONSULTANT.
- 7.2 TAMPA BAY WATER shall designate in writing a single representative with whom CONSULTANT shall coordinate. This representative shall have authority to transmit instructions, receive information and interpret and deliver TAMPA BAY WATER's policy and decisions pertinent to the Services. However, no such representative of TAMPA BAY WATER shall be authorized to approve any modification or amendment to this Agreement, including, but not limited to, authorizing any Additional Services, modification of Project Compensation or Project Scheduling, unless in the best interest of Tampa Bay Water and due to causes or circumstances beyond the control of CONSULTANT.
- 7.3 TAMPA BAY WATER shall cooperate in providing to CONSULTANT, upon CONSULTANT's specific request, all existing and available studies, reports, surveys and other information and data regarding the Project, to the extent such items are in TAMPA BAY WATER's possession and TAMPA BAY WATER has actual knowledge of their existence and location. Notwithstanding anything herein to the contrary, TAMPA BAY WATER does not represent or warrant the accuracy or completeness of any such items, unless it is expressly noted otherwise in writing on such item.

#### 8.0 CHANGE OF PLAN.

- 8.1 TAMPA BAY WATER shall have the absolute right to terminate, suspend, or amend the Services or the Project at any time and for any reason, and such action on its part shall not be deemed a default or breach of this Agreement. Any such termination, suspension or amendment of the Services or the Project by TAMPA BAY WATER shall be in writing.
- 8.2 In the event the Services or Project is entirely or partly suspended for one or more periods of time, there shall be no claim for compensation for the suspended period(s). Upon resumption of the Services or Project, CONSULTANT shall resume the Services until the Services are completed in accordance with this Agreement, and the time for completion of the Services which were suspended shall be extended for the period of the suspension. If the cumulative total of such suspensions, excluding periods of suspension during the design phase, is 270 days or less, the extension of time shall be CONSULTANT's sole remedy. If the cumulative total of such suspensions is more than 270 days, CONSULTANT's sole remedy shall be to terminate this Agreement pursuant to Article 9.

8.3 If TAMPA BAY WATER amends the Services and CONSULTANT is of the opinion that Additional Services are made necessary as a result thereof, the provisions of Article 11.0 herein shall apply.

9.0 TERMINATION OF AGREEMENT.

9.1 TAMPA BAY WATER shall have the right to terminate this Agreement, in whole or in part, without cause upon written notice to CONSULTANT. In the event of any such termination without cause, CONSULTANT's sole and exclusive recovery against TAMPA BAY WATER shall be limited to that portion of CONSULTANT's compensation earned to the date of termination, together with any costs reasonably incurred by CONSULTANT that are directly attributable to the termination. The CONSULTANT shall not be entitled to any other or further recovery against TAMPA BAY WATER, including, but not limited to, anticipated fees or profits on Services not required to be performed. TAMPA BAY WATER shall determine that portion of the compensation earned for any incomplete Services based upon the ratio of such part of the Services completed relative to the entire Services. Any such determination shall be made in TAMPA BAY WATER's sole discretion. Termination without cause shall be effective upon delivery of written notice to CONSULTANT.

9.2 CONSULTANT shall be considered in material default of this Agreement and such default shall be considered cause for TAMPA BAY WATER to terminate this Agreement, in whole or in part, for any of the following reasons: (a) failure to begin Services within the time specified herein, or (b) failure to timely and properly perform the Services required hereunder or as directed by TAMPA BAY WATER, or (c) the bankruptcy or insolvency or a general assignment for the benefit of creditors by CONSULTANT or by any of CONSULTANT's principals, partners, officers or directors, or (d) failure to obey any Law, or (e) failure or refusal to allow public access to all public record documents or other materials made or received by CONSULTANT in conjunction with this Agreement, unless exempt under Florida law, or (f) CONSULTANT otherwise materially breaches this Agreement. In any such event, TAMPA BAY WATER may terminate this Agreement, in whole or in part, by giving CONSULTANT written notice. In the event of any such termination for cause, TAMPA BAY WATER shall not be obligated to make any further payments to CONSULTANT hereunder until such time as TAMPA BAY WATER has determined all costs, expenses, losses and damages which TAMPA BAY WATER may have incurred as a result of such default by CONSULTANT, whereupon TAMPA BAY WATER shall be entitled to set off all costs, expenses, losses and damages so incurred by TAMPA BAY WATER against any amounts due CONSULTANT hereunder. Termination for cause shall be effective upon fourteen (14) days written notice to CONSULTANT.

9.3 If TAMPA BAY WATER violates the provisions of this Agreement, and if said violation continues for sixty (60) days after CONSULTANT has delivered to TAMPA BAY WATER written notice of such violation, then CONSULTANT may, without

prejudice to any other right or remedy, terminate or cancel this Agreement by giving TAMPA BAY WATER fourteen (14) days written notice of such termination or cancellation. In the event of any such termination by CONSULTANT, CONSULTANT's sole and exclusive rights and remedies against TAMPA BAY WATER shall be the same as and limited to those which are set forth in paragraph 9.1 above.

- 9.4 Notwithstanding the provisions of paragraphs 9.2 and 9.3, this Agreement will not terminate for cause if the party receiving the notice begins, within seven (7) days of receipt, to correct its failure and proceeds diligently to cure such failure within no more than thirty (30) days of receipt thereof; provided, however, that if and to the extent such cause for termination cannot reasonably be cured within such thirty (30) day period, and if such party has diligently attempted to cure the same and thereafter continues to diligently cure the same, then the cure period may be further extended by the party that provided said notice.
- 9.5 If, after termination of this Agreement as provided for in paragraph 9.2 above, it is determined for any reason that CONSULTANT was not in default, or that its default was excusable or that TAMPA BAY WATER otherwise was not entitled to the remedy against CONSULTANT provided for in paragraph 9.2, then such termination for cause shall be deemed to be a termination without cause and CONSULTANT's sole and exclusive rights and remedies against TAMPA BAY WATER shall be the same as and limited to those afforded CONSULTANT under paragraph 9.1 above.
- 9.6 Upon any termination of this Agreement pursuant to paragraphs 9.1 or 9.3 above and payment by TAMPA BAY WATER as required under those paragraphs, CONSULTANT shall deliver to TAMPA BAY WATER, within ten (10) days of such payment, all papers, drawings, models and other material prepared by and for CONSULTANT with respect to the Project. Upon any termination of this Agreement pursuant to paragraph 9.2 above, CONSULTANT shall deliver to TAMPA BAY WATER, within ten (10) days of CONSULTANT's receipt of the termination notice, all papers, drawings, models and other materials prepared by or for CONSULTANT for the Project.

#### 10.0 WAIVER.

- 10.1 CONSULTANT's acceptance of final payment shall constitute a full waiver of any and all claims by CONSULTANT against TAMPA BAY WATER arising out of and relating to this Agreement or otherwise related to the Project, except those previously made in writing and identified by CONSULTANT as unsettled at the time it submits its invoice for final payment. Neither the acceptance of the Services nor any payment by TAMPA BAY WATER shall be deemed to be an acceptance of defective or incomplete Services or waiver of any of TAMPA BAY WATER's rights against CONSULTANT.

10.2 Non-enforcement of any provision of this Agreement by either party shall not constitute a waiver of that provision nor shall it affect the enforceability of that provision or the remainder of this Agreement.

11.0 ADDITIONAL SERVICES.

11.1 If CONSULTANT is of the opinion that any services TAMPA BAY WATER directs it to perform is beyond the scope of the Services under this Agreement, CONSULTANT shall, within seven (7) days of such direction, notify TAMPA BAY WATER in writing of this opinion. TAMPA BAY WATER shall, within ten (10) working days after receipt of such notification, determine whether or not such service is in fact beyond the scope of this Agreement and constitutes Additional Services. If TAMPA BAY WATER determines that such service does constitute Additional Services, it shall provide extra compensation to CONSULTANT based upon the provisions of Article 4.0 above.

11.2 If, in the opinion of TAMPA BAY WATER, the progress of the Services during any period is substantially less than the amount which is necessary to meet the Project Schedule or CONSULTANT's obligations under Article 5.0 above, TAMPA BAY WATER may require CONSULTANT to take whatever action is necessary, in the opinion of TAMPA BAY WATER, to put the Services back on schedule. Such action shall not constitute Additional Services unless the delays were caused by circumstances beyond the control and fault of CONSULTANT or its agents, employees and Subconsultants.

11.3 In the event of claims by others against TAMPA BAY WATER in connection with the Project or the Services, CONSULTANT shall provide to TAMPA BAY WATER such technical assistance that TAMPA BAY WATER may request. Such assistance shall constitute Additional Services, unless such claims are caused by the failure of CONSULTANT, its agents, employees or Subconsultants to comply with the terms and conditions of this Agreement or otherwise perform their duties under this Agreement.

11.4 Subject to the provision of paragraph 8.2 above, CONSULTANT shall not make any charges or claims for damages for any delays or hindrances of less than thirty (30) days from any cause whatsoever during the progress of any portion of the Services. Such delays or hindrances of less than thirty (30) days may be compensated for by an extension of time as TAMPA BAY WATER may decide. However, any such extension shall not operate as a waiver of any other rights of TAMPA BAY WATER. If the total of such delays or hindrances exceeds thirty (30) days, any additional services required to be performed by CONSULTANT as a result of such delays or hindrances will be considered Additional Services unless such delays or hindrances were caused in whole or in part by CONSULTANT, its employees, agents, or Subconsultants or as a result of a suspension of the Project or Services entirely or partly by TAMPA BAY WATER. This paragraph 11.4 shall not apply to suspensions of the Project or Services by TAMPA BAY WATER, which suspensions shall be governed by Article 8.0.

- 11.5 If TAMPA BAY WATER requires CONSULTANT to provide it with an audit of its Project costs, such audit shall not be considered Additional Services.
- 12.0 STATUS REPORTS AND INSPECTIONS. TAMPA BAY WATER shall be entitled at all times to be advised of the status of the Project, including, but not limited to, the Services of CONSULTANT. CONSULTANT shall cooperate with TAMPA BAY WATER and its agents to keep TAMPA BAY WATER advised as to the status of the Project and Services. TAMPA BAY WATER and/or its authorized representative shall have the right to visit the site and/or the office of CONSULTANT in order to inspect the Services or any of the drawings or documents of CONSULTANT at any reasonable time. The documents obtained or generated under this Agreement shall be maintained by CONSULTANT and made available to TAMPA BAY WATER upon request by TAMPA BAY WATER at all times during the term of this Agreement and for three (3) years thereafter. In addition to the documents and reports set forth in Schedule "A," CONSULTANT shall, at no cost to TAMPA BAY WATER, deliver to TAMPA BAY WATER copies of all other Project documents or reports under CONSULTANT's possession or control that TAMPA BAY WATER may request from time to time.
- 13.0 COORDINATION WITH OTHERS. CONSULTANT shall cooperate with other engineers, consultants, construction contractors and suppliers retained by TAMPA BAY WATER and assist TAMPA BAY WATER with the coordination of those various projects, work, and engineering and consulting services. CONSULTANT shall review all information and attend all meetings as shall be reasonably necessary to accomplish the coordination of those various projects, work, and engineering and consulting services, and eliminate any problems where the projects, work or services interface with the Project or Services.
- 14.0 SUBCONSULTANTS. CONSULTANT shall not sublet, assign, or transfer this Agreement or any Services without the prior written consent of TAMPA BAY WATER, which consent may be withheld in TAMPA BAY WATER's sole discretion. CONSULTANT shall be solely responsible for the employment, direction, supervision, compensation and control of any and all Subconsultants. CONSULTANT shall cause all Subconsultants to abide by the terms and conditions of this Agreement and all Laws. All agreements between CONSULTANT and Subconsultants shall be in writing, with a copy of such agreements to be provided to TAMPA BAY WATER upon its request for same.
- 15.0 INDEMNIFICATION. In consideration of One Hundred Dollars (\$100.00) separately allocated from the consideration paid hereunder, to the fullest extent permitted by law, the receipt and sufficiency of which is acknowledged by CONSULTANT's execution of this Agreement, the CONSULTANT shall indemnify and hold harmless TAMPA BAY WATER, its officers and employees, from and against any and all liabilities, damages, losses and costs (including but not limited to reasonable attorneys fees) arising out of or to the extent caused by the negligence, recklessness or intentionally wrongful conduct of CONSULTANT or any of the Subconsultants or any other person or organization employed by or utilized by CONSULTANT in the performance of Services under this Agreement. This indemnification shall also include all liability, damages, losses and costs (including but not limited to reasonable

attorneys fees) arising out of or to the extent caused by any infringement of patents or copyrights incident to providing the Services required hereunder.

16.0 CONSULTANT'S INSURANCE REQUIREMENTS AND MINIMUM LIMITS.

16.1 The types of insurance CONSULTANT shall purchase and maintain shall include the specific coverages and minimum limits set forth as follows. All said limits shall be per occurrence and in the aggregate combined single limit for all liability, except professional liability coverage which shall be on a claims made basis, with following forms excess or umbrella insurance making up the difference between the policy limits of underlying policies and the total amount of coverage required.

16.2 LIABILITY INSURANCE

16.2.1 General Liability

- a) CONSULTANT shall purchase and maintain such commercial (occurrence form) or comprehensive general liability, automobile policies and other appropriate insurance for the services being performed and furnished hereunder which shall provide protection from claims set forth below which may arise out of, or result from CONSULTANT's performance and furnishing of the services and CONSULTANT's other obligations under the Agreement and Assignments issued hereunder.
  
- b) Minimum limits of \$1,000,000 per occurrence for all liability must be provided, with excess or umbrella insurance making up the difference, if any, between the policy limits of underlying policies (including employers liability required in the Worker's Compensation coverage section) and \$5,000,000 per occurrence of the total amount of coverage required. Limits of coverage shall not be less than the following for Bodily Injury, Property Damage and Personal Injury, Combined Single Limits:

General Aggregate	\$2,000,000
Each Occurrence	\$1,000,000
Personal Injury/Advertising Injury	\$1,000,000
Products Comp/Operations Aggregate	\$1,000,000

- c) CONSULTANT liability insurance shall include contractual liability coverage sufficient to cover CONSULTANT indemnification obligations under this Agreement. CONSULTANT agrees to pay on behalf of TAMPA BAY WATER, and to provide and pay for a defense for all claims covered by CONSULTANT obligations under the indemnification provisions.

16.2.2 Excess or Umbrella Liability

- a) Umbrella liability insurance is preferred, but an Excess Liability equivalent may be allowed. Whichever type of coverage is provided, it shall not be more restrictive than the underlying insurance policy coverages.

16.2.3 Automobile Vehicle Liability

- a) Coverage shall be maintained as to the business use of all its owned, non-owned, leased or hired vehicles with limits of not less than: Bodily Injury & Property Damage Liability \$1,000,000, Combined Single Limit Each Accident.
- b) If CONSULTANT has no owned, non-owned, leased or hired vehicles, a letter from CONSULTANT so stating must be included with the Certificate of Insurance.

16.2.4 Watercraft/Aircraft Liability

- a) If CONSULTANT's provision of services involves utilization of watercraft or aircraft, watercraft and/or aircraft liability coverage must be provided to include bodily injury and property damage arising out of ownership, maintenance or use of any watercraft or aircraft, including owned, non-owned and hired.

16.3 WORKERS COMPENSATION COVERAGE

16.3.1 CONSULTANT shall purchase and maintain workers' compensation insurance for all workers' compensation obligations imposed by state law and employers' liability limits of at least \$100,000 each accident and \$100,000 each employee, \$500,000 policy limit for disease.

- a) TAMPA BAY WATER requires CONSULTANT and the Subconsultants to purchase workers' compensation insurance for all its employees regardless of the number of employees they have and regardless of any other exemptions. Florida law permits employers who may be exempt from purchase of coverage to waive their exemptions and purchase the coverage. TAMPA BAY WATER requires CONSULTANT and all the Subconsultants to purchase said coverage, unless waived in writing by TAMPA BAY WATER.

- b) CONSULTANT and the Subconsultants shall also purchase any other coverages required by law for the benefit of employees.

16.4 PROFESSIONAL LIABILITY/MALPRACTICE/ERRORS OR OMISSIONS INSURANCE

- 16.4.1 CONSULTANT shall purchase and maintain professional liability or malpractice or errors or omissions insurance with minimum limits of \$1,000,000 per occurrence.
  - 16.4.2 If a claims made form of coverage is provided, the retroactive date of coverage shall be no later than the inception date of claims made coverage, unless the prior policy was extended indefinitely to cover prior acts.
  - 16.4.3 To the extent commercially available, coverage shall be extended beyond the policy year either by a supplemental extended reporting period (ERP) of as great duration as available, and with no less coverage and with reinstated aggregate limits, or by requiring that any new policy provide a retroactive date no later than the inception date of claims made coverage.
- 16.5 CONSULTANT shall not commence or continue to perform any Services unless CONSULTANT has in full force and effect all required insurance, and until CONSULTANT has delivered to TAMPA BAY WATER all insurance certificates required hereunder evidencing the specific insurance coverage required, nor shall any payment for Services performed become due and payable until CONSULTANT has delivered all such certificates to TAMPA BAY WATER. CONSULTANT shall not permit any Subconsultant to perform any portion of the Services unless such Subconsultant has complied with the insurance requirements, including the workers' compensation and general liability insurance requirements, contained herein.
- 16.6 Insurance coverage shall be placed with insurers or self-insurance funds, satisfactory to TAMPA BAY WATER, licensed to do business in the State of Florida and with a resident agent designated for the service of process. All insurers shall have an "A" policyholder's rating and a financial rating of at least Class IX in accordance with the most current Best's rating. CONSULTANT shall provide TAMPA BAY WATER with financial information concerning any self insurance fund insuring CONSULTANT. At TAMPA BAY WATER's option, a Best's rating or Self-Insurance Fund financial information may be waived.
- 16.7 As evidence of the insurance coverages required by this Agreement, CONSULTANT shall provide TAMPA BAY WATER certificates of insurance evidencing the specific policies issued, the limits of coverage afforded, and the specific endorsement provided, all in accordance with the form attached hereto as Schedule "E" and made a part hereof.

An ACORD form meeting these requirements and as shown in Schedule "E" may be substituted with the consent of TAMPA BAY WATER.

- 16.8 All the policies of insurance so required of CONSULTANT, except professional liability and workers' compensation insurance, shall be endorsed to include as additional insureds: TAMPA BAY WATER, its directors, officers, employees, representatives, agents, and volunteers. 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. 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. The cross liability clause does not increase the limits of liability or aggregate limits of the policy.
- 16.9 Deductible and self-insured retention amounts shall be subject to approval by TAMPA BAY WATER, which approval shall not be unreasonably withheld. CONSULTANT is responsible for the amount of any deductibles or self-insured retentions.
- 16.10 Approval of the insurance by TAMPA BAY WATER shall not relieve or decrease the liability of CONSULTANT hereunder. Further, CONSULTANT acknowledges that any such acceptance by TAMPA BAY WATER shall not be deemed to be an acknowledgement that CONSULTANT has satisfied its insurance obligations hereunder. CONSULTANT acknowledges and agrees that TAMPA BAY WATER does not in any way represent that 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.
- 16.11 All insurance shall be maintained in full force and effect for the period provided in paragraph 16.13 hereof. Should any coverage approach expiration during the period in which it is to remain in full force and effect, it shall be renewed by CONSULTANT prior to its expiration, and a certificate of insurance again filed with TAMPA BAY WATER at least fourteen (14) days prior to coverage renewal.
- 16.12 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 canceled, materially changed, or renewal refused, until at least thirty (30) days prior written notice has been given to TAMPA BAY WATER and CONSULTANT by certified mail. CONSULTANT shall give notice to TAMPA BAY WATER within (24) hours of any oral or written notice of adverse change, non-renewal, or cancellation.
- 16.13 Except as provided below in paragraph 16.14 for professional liability insurance, all insurance required hereunder shall remain in full force and effect throughout the entire term of this Agreement.
- 16.14 Professional liability insurance shall continue in force until the end of one (1) calendar year following the calendar year in which the completion of the Project is estimated to

occur pursuant to the Project Schedule. The professional liability insurance policy shall be endorsed to provide for renewals through said one (1) calendar year, or if the current policy is not renewed, to provide for an extended reporting period on the existing policy through said one (1) calendar year.

- 16.15 CONSULTANT shall, upon request by TAMPA BAY WATER, deliver to TAMPA BAY WATER a copy of each insurance policy purchased by CONSULTANT pursuant to this Article 16.0 and Article 17.0.
- 16.16 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 TAMPA BAY WATER, its consultants, directors, officers, employees, representative or agents. Nothing contained in these insurance requirements is to be construed as limiting the liability of CONSULTANT or CONSULTANT's insurance carriers. Further, CONSULTANT hereby waives its right of recovery against TAMPA BAY WATER with respect to any matter covered by any insurance maintained by CONSULTANT.

17.0 INSURANCE – GENERAL REQUIREMENTS.

- 17.1 CONSULTANT shall purchase and maintain such commercial (occurrence form) or comprehensive general liability (occurrence form), professional liability, and other appropriate insurance, with respect to the Services required hereunder, that will provide protection from the types of claims set forth below which may arise out of or result from CONSULTANT's performance and furnishing of the Services, whether it is to be performed by CONSULTANT or the Subconsultants:
  - 17.1.1 Claims under workers' compensation, disability benefits and other similar employee benefit acts;
  - 17.1.2 Claims for employer's liability, including those arising under Title VII of the Civil Rights Act of 1964 and the Florida Civil Rights Act;
  - 17.1.3 Claims for damages because of bodily injury, sickness or disease, or death to any person other than CONSULTANT's employee;
  - 17.1.4 Claims for damages insured by personal injury liability coverage which are sustained by any person as a result of a negligent or wrongful act or omission of CONSULTANT or any person employed by or subcontracted to CONSULTANT;
  - 17.1.5 Claims for damages because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom;
  - 17.1.6 Claims for damages because of bodily injury or death of any person, or property damage arising out of the CONSULTANT ownership, maintenance, operation,

use or loading and unloading of any owned, hired or non-owned motor vehicle used in connection with the Services, including employee non-CONSULTANT ownership use; and

- 17.1.7 Claims for damages because of bodily injury or death of any person or property damage arising out of the CONSULTANT ownership, maintenance, operation, use or loading and unloading of any owned, hired or non-owned aircraft and watercraft used in connection with the Services, including employee non-CONSULTANT ownership use.
- 17.2 The insurance required by this Article shall include the specific coverage and be written for the limits of liability and coverage provided in Article 16.0 or required by Law, whichever is greater. Where appropriate for the Services being performed, the commercial (occurrence form) or comprehensive general liability (occurrence form) insurance shall also include: broad form property damage, explosion, collapse, and underground hazard coverage and independent contractor's coverage.
- 17.3 The commercial (occurrence form) or comprehensive general liability (occurrence form) insurance shall include contractual liability insurance applicable to all of CONSULTANT's obligations under this Agreement that are covered by such insurance.
- 17.4 CONSULTANT shall require all Subconsultants to procure and maintain, until the completion of that party's Services, insurance of the types and in the coverage amounts required to be carried by CONSULTANT in this Agreement unless TAMPA BAY WATER agrees in writing, in advance of CONSULTANT's employment of any such Subconsultant, to other types of coverage and/or lower coverage amounts. Provided however, that professional liability insurance shall not be required under this Agreement for Subconsultants, unless such party is a licensed professional. The preceding sentence does not preclude CONSULTANT from requiring such insurance. CONSULTANT shall be responsible for ensuring that all Subconsultants comply with all of the insurance requirements contained herein relative to each such party.
- 17.5 TAMPA BAY WATER requires CONSULTANT and all Subconsultants to purchase workers' compensation insurance for all their employees regardless of the number of employees they have and regardless of any other exemptions. Florida law permits employers who may be exempt from purchase of coverage to waive their exemptions and purchase the coverage voluntarily. TAMPA BAY WATER requires CONSULTANT and all Subconsultants to voluntarily purchase said coverage.
- 18.0 STANDARD OF PERFORMANCE. CONSULTANT shall perform and complete the Services in a timely manner and in accordance with the standard of care, skill, and diligence customarily provided by professionals with expertise and experience in the type of Services to be provided hereunder, and in accordance with sound professional principles and practices. CONSULTANT acknowledges that it has represented to TAMPA BAY WATER that CONSULTANT has expertise and experience in the type of services to be rendered hereunder and that such representation was a material inducement to TAMPA BAY WATER to enter into this Agreement with CONSULTANT.

19.0 PROJECT DOCUMENTS AND DATA.

- 19.1 One (1) copy of all technical data and working papers regarding the Services, whether existing in the office of TAMPA BAY WATER or in the office of CONSULTANT, shall be made available to the other party to this Agreement without expense to such other party. Additional copies shall be made available at the expense of the requesting party.
- 19.2 All Project documents, tracings, plans, specifications, maps, evaluations, reports, technical data, and computer application code, other than working papers prepared or obtained under this Agreement, are the property of TAMPA BAY WATER without restriction or limitation of use, and shall be made available, upon request, to TAMPA BAY WATER at any reasonable time. CONSULTANT, at its own expense, may retain copies thereof for its files and internal use. Any use by TAMPA BAY WATER of such materials obtained under this Agreement for any other Project or use of incomplete materials obtained from CONSULTANT by TAMPA BAY WATER shall be made at the risk of TAMPA BAY WATER. However, this does not constitute a disclaimer of the professional liability of CONSULTANT with respect to the original Services as used for the Project.
- 19.3 All final plans and documents that are required by Florida Law to be endorsed and are prepared by CONSULTANT in connection with the Services shall bear the endorsement of a person in the full employment of CONSULTANT or duly retained by CONSULTANT and duly licensed in the appropriate professional category.
- 19.4 CONSULTANT shall make any patentable product or result of the Services and all information, design, specifications, know-how, data and findings available to TAMPA BAY WATER without cost to TAMPA BAY WATER. No material prepared in connection with this Project will be subject to copyright by CONSULTANT, all such copyrights being the property of TAMPA BAY WATER. TAMPA BAY WATER shall have the right to publish, distribute, disclose and otherwise use any material prepared by or for CONSULTANT with respect to the Project. Any use of material or patents obtained by TAMPA BAY WATER under this Agreement for any purpose not associated with this Project shall be at the risk of TAMPA BAY WATER. In TAMPA BAY WATER's discretion, whenever any renderings, photographs of renderings, photographs of models or photographs of the Project are released by TAMPA BAY WATER for publicity, proper credit may be given to CONSULTANT, provided the giving of such credit is without cost to TAMPA BAY WATER.
- 19.5 CONSULTANT shall make no statements, press releases or public releases concerning this Agreement or its subject matter or otherwise disclose or permit to be disclosed any of the data or any other information obtained or furnished in compliance with this Agreement, except at meetings where representatives of TAMPA BAY WATER are present, without TAMPA BAY WATER's prior written consent. CONSULTANT shall not publish, copyright, or patent any of the data furnished or developed with respect to

the Project without first obtaining TAMPA BAY WATER's written consent, as all such rights are the property of TAMPA BAY WATER.

20.0 RECORD RETENTION AND AUDIT RIGHTS. CONSULTANT shall keep all books, records, files, plans, drawings and other documentation, including all electronically stored items, which concern or relate to the Services hereunder (collectively referred to herein as "Records") for a minimum of three (3) years from the date of expiration or termination of this Agreement or as otherwise required by Law, which ever date is later. TAMPA BAY WATER, or any duly authorized agents or representatives of TAMPA BAY WATER, shall have the right to audit, inspect and copy all or such Records as often as they deem necessary during any such period of time. This right to audit, inspect and copy the Records shall include all of the Records of Subconsultants.

21.0 MISCELLANEOUS PROVISIONS.

21.1 CONSULTANT is retained by TAMPA BAY WATER only for the purposes and to the extent set forth in this Agreement, and its relationship with TAMPA BAY WATER shall, during the term of this Agreement, be that of an independent contractor. CONSULTANT shall have the discretion, subject to the requirement that it perform the Services in accordance with the Standard of Performance set forth in Article 18.0 and otherwise comply with the terms of this Agreement, to select the detail, method and means of performing the Services and shall have no obligation to work any particular schedule. Provided, however, in no event shall TAMPA BAY WATER be obligated to pay CONSULTANT any overtime or other premium pay compensation unless such overtime or premium compensation was expressly approved in writing and in advance by TAMPA BAY WATER. Neither CONSULTANT nor any Subconsultant shall be considered by reason of the provisions of this Agreement or otherwise as being an employee or agent of TAMPA BAY WATER.

21.2 TAMPA BAY WATER and CONSULTANT each hereby binds itself, its successors, assigns, and legal representatives to the other. The rights and obligations pursuant to this Agreement shall inure solely to the parties hereto (their successors, assigns and legal representatives) and no other party shall have any rights or obligations under or by virtue of this Agreement.

21.3 This written document shall constitute the entire agreement between the parties hereto and said Agreement shall not be amended or modified except in writing duly executed by the party against whom such an amendment or modification is sought to be enforced. This Agreement shall govern the relationship between TAMPA BAY WATER and CONSULTANT on the Project.

21.4 This Agreement shall be governed by and construed under the laws of the State of Florida.

21.5 Venue for any action arising under this Agreement shall lie in the State courts for Pinellas County, Florida.

21.6 Any notices or other writings permitted or required to be delivered under the provisions of this 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 TAMPA BAY WATER:

Tampa Bay Water  
2575 Enterprise Road  
Clearwater, Florida 33763-1102  
Attention: \_\_\_\_\_

If to CONSULTANT:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Attention: \_\_\_\_\_

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

21.7 The parties hereto acknowledge that they have carefully reviewed this Agreement and have been advised by counsel of their choosing with respect thereto, and that they understand its contents and agree that this Agreement shall not be construed more strongly against any party thereto, regardless who is responsible for its preparation or drafting.

21.8 Key personnel and Subconsultants assigned to the Project by CONSULTANT shall not be removed from the Project without the prior written approval of TAMPA BAY WATER. All key personnel shall be available to the Project on a full time basis, except as otherwise expressly approved in writing by TAMPA BAY WATER. Such key personnel are as follows:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

21.9 If at any time during the term of this Agreement TAMPA BAY WATER notifies CONSULTANT in writing that any of CONSULTANT's employees or the employees of any Subconsultant are objectionable to TAMPA BAY WATER, CONSULTANT shall remove or have the Subconsultant remove the objectionable employee from the Project and not re-employ the objectionable employee on any portion of the Services.

- 21.10 The CONSULTANT's communications with TAMPA BAY WATER shall be limited to TAMPA BAY WATER's General Manager and designated staff. Communications with TAMPA BAY WATER's Board Members are prohibited, except with the prior written permission of TAMPA BAY WATER's General Manager or at a duly noticed public board meeting. Any such prohibitive communications shall be deemed to be a material breach of this Agreement by CONSULTANT. This provision does not prohibit or limit contacts by or on behalf of TAMPA BAY WATER Board Members with CONSULTANT.
- 21.11 When CONSULTANT is requested by TAMPA BAY WATER to utilize special consultants not heretofore agreed upon, CONSULTANT shall be reimbursed for the actual reasonable cost of such consulting services. Any request of TAMPA BAY WATER to utilize specific firms shall be subject to the reasonable refusal of CONSULTANT. CONSULTANT shall obtain TAMPA BAY WATER's prior written consent before it retains such consultants.
- 21.12 All words used herein in the singular shall extend to and include the plural, and the use of any gender shall extend to and include all genders. Unless the context of the Agreement otherwise clearly requires, the term "including" is not limiting and the terms "hereof", "herein", "hereunder" and similar terms in this Agreement refer to this Agreement as a whole and not to any particular provision of this Agreement.
- 21.13 The captions and headings herein are for convenience of reference only and in no way define or limit the scope or content of this Agreement or in any way affect its provisions. Unless otherwise indicated, references to Articles and paragraphs shall include all subparts.
- 21.14 This Agreement shall be effective as of the last date upon which all of the parties hereto have executed this Agreement, as demonstrated by the date under the signatures on the signature page.
- 21.15 Time is of the essence of this Agreement and each of its provisions.
- 21.16 In the event of a conflict between this Agreement and Schedule "A" attached hereto, this Agreement shall control.
- 21.17 CONSULTANT represents that it is in compliance with Subsections 287.133(2) and (3), Florida Statutes, which provide that 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, 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 Section 287.017, Florida Statutes, for CATEGORY

TWO for a period of 36 months following the date of being placed on the convicted vendor list.

- 21.18 All analyses, data, documents, models, modeling, reports and tests performed or utilized by CONSULTANT shall be made available to TAMPA BAY WATER upon request and shall be considered public records in accordance with Chapter 119, Florida Statutes, unless exempt therefrom.
- 21.19 Unless expressly stated in writing, no action taken by a party to this Agreement shall be considered a waiver by such party of compliance with any representations, warranty, duty or responsibility under this Agreement.
- 21.20 CONSULTANT represents that it is in compliance with Subsection 287.134(2)(a), Florida Statutes, which provides that 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.
- 21.21 TAMPA BAY WATER shall decide all questions, difficulties and disputes of any nature whatsoever that may arise under or by reason of this Agreement, the prosecution and fulfillment of the Services called for hereunder, or the character, quality, amount, or value thereof. The decision of TAMPA BAY WATER upon all such claims, questions or disputes shall be final and binding if not contested by CONSULTANT in a written notice delivered to TAMPA BAY WATER within seven (7) days after CONSULTANT's receipt of written notice from TAMPA BAY WATER concerning such decision.
- 21.22 All express representations, indemnifications, or limitations made or given in this Agreement shall survive its completion or termination for any reason.
- 21.23 Any provision or part of this Agreement held to be void or unenforceable under any law or regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon TAMPA BAY WATER and CONSULTANT, which agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.
- 21.24 CONSULTANT is retained by TAMPA BAY WATER only for the purposes and to the extent set forth in this Agreement, and its relationship with TAMPA BAY WATER shall, during the term of this Agreement, be that of an independent contractor. CONSULTANT shall have the discretion, subject to the requirement that it perform the services required hereunder competently and professionally in accordance with the

applicable professional standards and otherwise comply with the terms of this Agreement, to select the means and methods of performing such services. In this regard, CONSULTANT shall be fully responsible for the employment, direction, supervision, compensation and control of any and all persons employed or retained by CONSULTANT. Neither CONSULTANT nor CONSULTANT's contractors, subcontractors, consultants, subconsultants, suppliers, experts or other persons or organizations retained or utilized by CONSULTANT for the services required hereunder ("Subconsultants") shall be considered by reason of the provisions of this Agreement or otherwise as being an employee or agent of TAMPA BAY WATER. CONSULTANT shall comply with all workers' compensation, employers' liability and other Federal, State and county and municipal laws, ordinances and regulations required of an employer performing services as herein contemplated. Furthermore, CONSULTANT is responsible for paying all income and employment taxes, and TAMPA BAY WATER shall not be responsible for collecting and/or paying withholding, FUTA, FICA or any other state or federal taxes.

**21.25 TO THE EXTENT PERMITTED BY APPLICABLE LAW, CONSULTANT AND TAMPA BAY WATER HEREBY ACKNOWLEDGE AND AGREE THAT ANY AND ALL CLAIMS ARISING OUT OF, CONNECTED WITH, OR RELATING TO THIS AGREEMENT OR THE RELATIONSHIP CREATED HEREBY ARE MATTERS WHICH, IF ADJUDICATED, SHOULD BE ADJUDICATED BY A COURT WITHOUT A JURY. THEREFORE, THE PARTIES HEREBY WAIVE A TRIAL BY A JURY. NEITHER TAMPA BAY WATER NOR CONSULTANT OR ANY SUCCESSOR THEREOF SHALL SEEK A TRIAL BY JURY IN ANY ACTION OR PROCEEDING (WHETHER AT LAW OR IN EQUITY, WHETHER DIRECT OR COLLATERAL, WHETHER IN CONTRACT OR IN TORT) ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE RELATIONSHIP CREATED HEREBY. NEITHER TAMPA BAY WATER NOR CONSULTANT SHALL SEEK TO CONSOLIDATE ANY ACTION OR PROCEEDING IN WHICH TRIAL BY JURY HAS BEEN WAIVED WITH ANY OTHER ACTION OR PROCEEDING IN WHICH A JURY TRIAL CANNOT BE OR HAS NOT BEEN WAIVED. THE PROVISIONS OF THIS PARAGRAPH CANNOT BE AND HAVE NOT BEEN WAIVED. THE PROVISIONS OF THIS PARAGRAPH HAVE BEEN FULLY DISCUSSED BY THE PARTIES AND THEIR RESPECTIVE ATTORNEYS AND THE PROVISIONS HEREOF SHALL BE SUBJECT TO NO EXCEPTIONS. TAMPA BAY WATER AND CONSULTANT ACKNOWLEDGE AND AGREE THAT NO ONE, INCLUDING, WITHOUT LIMITATION, TAMPA BAY WATER'S AGENTS OR CONSULTANTS, HAS REPRESENTED THAT THE PROVISIONS OF THIS PARAGRAPH OR OF ANY OTHER PARAGRAPH OF THIS AGREEMENT WILL NOT BE FULLY ENFORCED.**

**IN WITNESS WHEREOF**, the parties hereto have caused these presents to be executed by their duly qualified representatives on the dates set forth below.

**WITNESSES:**

\_\_\_\_\_  
(CONSULTANT)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name

(SEAL)

**ATTEST:**

**TAMPA BAY WATER, A Regional Water  
Supply Authority**

\_\_\_\_\_  
Secretary

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

Its: \_\_\_\_\_

Date: \_\_\_\_\_

(SEAL)

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Office of the General Counsel

[Version 03-03-10]

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**INDEX OF SCHEDULES**

Schedule "A" - Scope of Services

Schedule "B" - Compensation

Schedule "C" – Tampa Bay Water Administrative Policy 650-15

Schedule "D" - Project Scheduling

Schedule "E" - Certificate of Insurance Form

**SCHEDULE "A"**  
**SCOPE OF SERVICES**

[NOTE: Add Scope in such form as is appropriate for Services to be performed]

**SCHEDULE "B"**  
**COMPENSATION**

1.0 Compensation for Services

TAMPA BAY WATER shall pay CONSULTANT and CONSULTANT agrees to accept as full compensation for the Services the compensation as provided in Table B-1, which is attached hereto and made a part hereof. Payment will be computed in accordance with one of the following methods set forth in Administrative Policy 650-15, Schedule "C" hereof: Raw Labor Rate with Multiplier; Hourly Rate-All Inclusive; or Fixed Fee.

2.0 Contract Limit

The limit of this Agreement shall not exceed the amount shown in Table B-1 without approval from TAMPA BAY WATER in the form of a written amendment to this Agreement.

3.0 Compensation for Additional Services

Compensation to the CONSULTANT for performance of Additional Services pursuant to Article 11.0 of this Agreement, as well as the specific services to be performed and time of completion, shall be determined in a written amendment to this Agreement in advance of performance of said Additional Services, unless TAMPA BAY WATER authorizes in writing compensation for said Additional Services from TAMPA BAY WATER's Allowance. Non-scope services must be identified by the CONSULTANT prior to their performance. Failure to notify TAMPA BAY WATER in writing of non-scope services as required above shall be deemed a waiver of any claim by CONSULTANT that such services were non-scope services.

4.0 Time of Payment

CONSULTANT shall submit invoices to TAMPA BAY WATER by the 20th day of the month for all Services accomplished the previous calendar month, including property closings and properties recommended for eminent domain acquisition. If TAMPA BAY WATER fails to make any payment due CONSULTANT for services and expenses within sixty (60) days after receipt of CONSULTANT's invoice, CONSULTANT may, after giving seven (7) days written notice to TAMPA BAY WATER, suspend services under this Agreement until it has been paid in full all amounts due CONSULTANT hereunder.

Monthly invoices shall include separately listed charges for all portions of the Services for which compensation applies, including fees for Subconsultants and reimbursable expenses and costs.

#### 5.0 TAMPA BAY WATER's Allowance

TAMPA BAY WATER's Allowance is for TAMPA BAY WATER's use, in the sole discretion of TAMPA BAY WATER, for the payment for Additional Services beyond the scope of the original Services and for whatever other purpose TAMPA BAY WATER deems to be in its best interest.

#### 6.0 Late Payments

If TAMPA BAY WATER fails to make payment to CONSULTANT within the time period set forth herein, any such late payment shall accrue interest at the rate authorized by Law applicable to governmental entities at the time.

**SCHEDULE "C"**

**TAMPA BAY WATER  
ADMINISTRATIVE POLICY 650-15**

**SCHEDULE "D"**  
**PROJECT SCHEDULING**

**SCHEDULE "E"**

**CERTIFICATE OF INSURANCE FORM or APPROVED ACORD FORM**

**[Either of the attached Forms is acceptable]**



2575 Enterprise Road,  
Clearwater, Florida 33763-1102  
Phone: 727.796.2355  
Fax: 727.791.2388  
Suncom: 513.7010  
www.tampabaywater.org

Issue Date: \_\_\_\_\_ Contract Number: \_\_\_\_\_

CANCELLATION: Should any of the below described policies be cancelled, non-renewed or adversely changed before the expiration date thereof, the issuing company will provide 30 days written notice to **TAMPA BAY WATER** by certified mail.

Producer: \_\_\_\_\_

Insured: \_\_\_\_\_

Companies Affording Coverage:

Best Rating/Class: \_\_\_\_\_

- A. \_\_\_\_\_
- B. \_\_\_\_\_
- C. \_\_\_\_\_
- D. \_\_\_\_\_
- E. \_\_\_\_\_

COVERAGES: This is to certify that the policies of insurance listed below have been issued to the insured named above for the policy period indicated.

Co. Letter	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFF. DATE	POLICY EXPIR. DATE	LIMITS		
					ALL LIMITS IN THOUSANDS		
						EACH OCCURRENCE	AGGREGATE
	General Liability <input type="checkbox"/> Commercial Form <input type="checkbox"/> Occurrence <input type="checkbox"/> Claims Made <input type="checkbox"/> Comprehensive Form <input type="checkbox"/> Premises Operations <input type="checkbox"/> Explosion, Collapse, Underground Hazard <input type="checkbox"/> Products/Completed Operations Hazard <input type="checkbox"/> Contractual Insurance <input type="checkbox"/> Broad Form Property Damage <input type="checkbox"/> Independent Contractor <input type="checkbox"/> Personal Injury						
	Automobile Liability <input type="checkbox"/> Any Auto <input type="checkbox"/> All Owned Autos <input type="checkbox"/> Scheduled Autos <input type="checkbox"/> Hired Autos <input type="checkbox"/> Non-Owned Autos						
	Umbrella/Excess Liability <input type="checkbox"/> Umbrella Form <input type="checkbox"/> Excess Form <input type="checkbox"/> Following Form Coverage						
	Workers' Compensation and Employers' Liability						
	Professional Liability <input type="checkbox"/> Claims Made <input type="checkbox"/> Occurrence Retro Date: _____						
	Builder's Risk <input type="checkbox"/> All Risk <input type="checkbox"/> Permission to Occupy <input type="checkbox"/> All Owner's Contractors, Subcontractors' Interests Covered <input type="checkbox"/> Installation Floater						
	Fidelity <input type="checkbox"/> Employee Dishonesty <input type="checkbox"/> Covers Loss to Tampa Bay Water						
	Other						

Description of Operations/Locations/Vehicle/Special Items:

\* Specific Project or Location: \_\_\_\_\_

CERTIFICATE HOLDER and ADDITIONAL INSURED  
Tampa Bay Water, its Consultants, Subsidiaries or Affiliates and each of Tampa Bay Water's Directors, Officers, Employees, Representatives, Agents or Volunteers.

Authorized Representative: \_\_\_\_\_  
(Signature required)

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

SEE REVERSE SIDE OF FORM

THIS IS TO FURTHER CERTIFY THAT:

1. The company issuing the General Liability Coverage hereby agrees to waive any right of subrogation it may acquire against Tampa Bay Water, its engineers, its consultants, and all other parties named as insured by reason of any payment made on account of personal injury, bodily injury, including death resulting therefrom, sustained by any employee of the insured or property damage arising out of the performance or furnishing of work under the above referenced Agreement.
2. Each of the above described policies contains a provision or endorsement that the coverage afforded will not be canceled, adversely changed or non-renewed until at least thirty (30) days prior written notice has been given to Tampa Bay Water by certified mail.
3. Each of the above listed companies hereby agrees to deliver to Tampa Bay Water new Certificate(s) of Insurance at least fifteen (15) days prior to coverage renewals or binder within such period and a certificate within fifteen (15) days thereafter.
4. If requested, each of the above listed companies hereby agrees to deliver two (2) copies of the policies purchased by the Agent to Tampa Bay Water.
5. Each of the above listed companies is authorized to do business and has an agent for service of process in Florida and has an "A" policy holders rating and a financial rating of at least Class VIII in accordance with the most current Best's rating. For self-insurance funds, financial statements are to be provided if requested by Tampa Bay Water. (At Tampa Bay Water's option, a Best's rating or financial information regarding any self-insurance funds may be waived.)



## **IMPORTANT**

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

## **DISCLAIMER**

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

