

**Agreement  
For  
Professional Services  
RFQ #34-23**

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This AGREEMENT is made and entered into on the 20<sup>th</sup> day of July 20<sup>23</sup> by and between the City of Clearwater, Florida (CITY) and Driggers Engineering Services, Inc. (CONSULTANT) with an effective date August 1, 2023.

**WITNESSETH:**

WHEREAS, the CITY desires to engage the CONSULTANT to perform certain professional services pertinent to such work in accordance with this Agreement; and

WHEREAS, the CONSULTANT desires to provide such professional services in accordance with this Agreement; and

WHEREAS, in accordance with the competitive selection process described in Section 287.055 of the Florida Statutes, the CITY selected the CONSULTANT based on Request for Qualifications (“RFQ”) #34-23 and responses by the CONSULTANT to RFQ #34-23.

NOW, THEREFORE, in consideration of the mutual promises contained herein and other good and valuable consideration, the Parties agree that the above terms, recitals, and representations are true and accurate and are incorporated herein by reference, and the Parties further agree as follows:

**1.0 GENERAL SCOPE OF THIS AGREEMENT**

The relationship of the CONSULTANT to the CITY will be that of a professional consultant, and the CONSULTANT will provide the professional and technical services required under this Agreement in accordance with acceptable engineering practices, by exercising the skill and ability ordinarily required of engineers performing the same or similar services, under the same or similar circumstances, in the State of Florida, and ethical standards.

**2.0 PROFESSIONAL TECHNICAL SERVICES**

- 2.1 It shall be the responsibility of the CONSULTANT to work with and for the CITY to perform an array of services for the City as set forth in RFQ #34-23, Scope of Services.
- 2.2 The CONSULTANT’S services under this Agreement will be provided under a project specific Work Order(s). Each Work Order will include the services for a single project, phase, task or assignment, and will contain a mutually agreed-upon detailed scope of services, project goals, fee and schedule of performance in accordance with applicable fiscal and budgetary constraints. Work Orders will be incorporated by reference and attached hereto this Agreement.

Total compensation for all services shall not exceed \$100,000.00 unless specifically authorized by the City Council.

See Work Order Template attached hereto as Exhibit A.

- 2.3 The CONSULTANT shall maintain an adequate and competent staff of professionally qualified personnel available to the CITY for the purpose of rendering the required engineering and/or consultant services hereunder and shall diligently execute the work to meet the completion time established in the Work Orders. The CONSULTANT shall notify the CITY by U.S. Mail addressed to the City Engineer of any changes in company contact information, including but not limited to contact phone, address, project manager, email addresses, etc.
- 2.4 The CITY reserves the right to enter into contracts with other engineering and/or architect firms for similar services. The CONSULTANT will, when directed to do so by the CITY, coordinate and work with other engineering and/or architectural firms retained by the CITY.
- 2.5 The CITY reserves the right to remove any and all projects, phases, tasks, or assignments related to this Agreement. The CITY further reserves the right to enter into contracts with other engineering firms for services related to such projects, phases, tasks, or assignments. The CONSULTANT will, when directed to do so by the CITY, coordinate and work with other firms retained by the CITY.

**3.0 PERIOD OF SERVICES**

- 3.1 The CONSULTANT shall begin work promptly after receipt of a fully executed Work Order. Receipt of a fully executed Work Order shall constitute written notice to proceed.
- 3.2 If the CONSULTANT'S services are delayed for reasons beyond the CONSULTANT'S control, the time of performance shall be adjusted as appropriate.
- 3.3 It is the intent of the parties hereto that this Agreement continue in force for a period not to exceed four (4) years effective August 1, 2023, subject to the provisions for termination contained herein. Assignments that are in progress at the Termination Date shall be completed by the CONSULTANT unless specifically terminated by the CITY. Should the CONSULTANT be in the progress of completing work under this Agreement at the Termination Date, this Agreement shall continue with all terms, conditions and obligations being in full force and effect until such time as the work is completed. All provisions expressly intended to survive termination shall do so.

**4.0 PROFESSIONAL SERVICES/CONSULTANT'S COMPETITIVE NEGOTIATION ACT (CCNA)**

Professional Services provided under this Agreement are within the scope of the practice of architecture, landscape architecture, professional engineering, or registered land

surveying and mapping, as defined by the laws of the State of Florida. Provisions of F.S. 287.055 apply.

**5.0 GENERAL CONSIDERATIONS**

- 5.1** All documents including field books, drawings, specifications, calculations, geotechnical investigation reports, etc., used in the preparation of the work shall be supplied by the CONSULTANT and shall become the property of the CITY. The CITY acknowledges that such documents are not intended or represented to be suitable for use by the CITY or others for purposes other than those for which the documents are prepared. Any reuse of these documents without written verification or adaptation by the CONSULTANT for the specific purpose intended will be at the CITY's sole risk without liability or legal exposure to the CONSULTANT.
- 5.2** The CONSULTANT shall prepare preliminary construction cost estimates with each design submittal to verify the proposed design is within the City project budgets. The CONSULTANT shall prepare a final estimate of probable construction costs, following CITY approval of the bid documents and other pre-bid activities. The CITY hereby acknowledges that estimates of probable construction costs cannot be guaranteed, and such estimates are not to be construed as a promise that designed facilities will not exceed a cost limitation.
- 5.3** The CONSULTANT will provide expert witnesses, if required, to testify in connection with any suit at law. A supplemental agreement will be negotiated between the CITY and the CONSULTANT describing the services desired and providing a basis for compensation to the CONSULTANT.
- 5.4** Upon the CONSULTANT'S written request, the CITY will furnish or cause to be furnished such reports, studies, instruments, documents, and other information as the CONSULTANT and CITY mutually deem necessary.
- 5.5** The CITY and the CONSULTANT each bind themselves and their successors, legal representatives, and assigns to the other party to this Agreement and to the partners, successors, legal representatives and assigns of each other party, in respect to all covenants of this Agreement; and, neither the CITY nor the CONSULTANT will assign or transfer its interest in this Agreement without written consent of the other.
- 5.6** To the fullest extent permitted by law, the CONSULTANT agrees to indemnify and hold harmless the CITY, and its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the CONSULTANT and other persons employed or utilized by the CONSULTANT in the performance of this CONSULTANT under this AGREEMENT. Notwithstanding any provision herein to the contrary, this paragraph shall not be construed as a waiver of any immunity to which CITY is entitled or the extent of any limitation of liability pursuant to § 768.28, Florida Statutes. Furthermore, this provision is not intended to nor shall it be interpreted as limiting or in any way affecting any defense CITY may have under § 768.28, Florida Statutes or as

consent to be sued by third parties. The obligations under this paragraph shall expressly survive termination or expiration of this Agreement.

- 5.7 The CONSULTANT agrees not to engage the services of any person or persons in the employ of the CITY to an allied capacity, on either a full or part-time basis, on the date of the signing of this Agreement, or during its term.
- 5.8 Key personnel assigned to CITY projects by the CONSULTANT shall not be removed from the projects until alternate personnel acceptable to the CITY are approved in writing by the CITY. Key personnel are identified as: Project Manager and technical experts.
- 5.9 The CONSULTANT shall attach a brief status report on the projects with each request for payment.
- 5.10 Unless otherwise required by law or judicial order, the CONSULTANT agrees that it shall make no statements, press releases or other public communication concerning this Agreement or its subject matter or otherwise disclose or permit to be disclosed any of the data, technical processes, business affairs or other information obtained or furnished in the conduct of work under this Agreement without first notifying the CITY and securing its consent in writing. The CONSULTANT also agrees that it shall not publish copyright or patent any of the site-specific data or reports furnished for or resulting from work under this Agreement. This does not include materials previously or concurrently developed by the CONSULTANT for "In House" use. Only data and reports generated by the CONSULTANT under this Agreement shall be the property of the CITY.
- 5.11 Public Records. The CONSULTANT will be required to comply with Section 119.0701, Florida Statutes, as may be amended from time to time, specifically to:

IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: 727-562-4092, Rosemarie.Call@myclearwater.com, 600 Cleveland Street, Suite 600, Clearwater, FL 33755.

CONSULTANT shall comply with the following:

- a) Keep and maintain public records required by the City of Clearwater (hereinafter "public agency") to perform the service being provided by the contractor hereunder.
- 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 for in Chapter 119, Florida Statutes, as may be amended from time to time, or as otherwise provided by law.

- c) Ensure that the 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.
- e) A request to inspect or copy public records relating to a public agency's contract for services must be made directly to the public agency. If the public agency does not possess the requested records, the public agency shall immediately notify the contractor of the request and the contractor must provide the records to the public agency or allow the records to be inspected or copied within a reasonable time.
- f) The contractor hereby acknowledges and agrees that if the contractor does not comply with the public agency's request for records, the public agency shall enforce the contract provisions in accordance with the contract.
- g) A contractor who fails to provide the public records to the public agency within a reasonable time may be subject to penalties under Section 119.10, Florida Statutes.
- h) If a civil action is filed against a contractor to compel production of public records relating to a public agency's contract for services, the court shall assess and award against the contractor the reasonable costs of enforcement, including reasonable attorney fees, if:
  - 1. The court determines that the contractor unlawfully refused to comply with the public records request within a reasonable time; and
  - 2. At least 8 business days before filing the action, the plaintiff provided written notice of the public records request, including a statement that the contractor has not complied with the request, to the public agency and to the contractor.

- i) A notice complies with subparagraph (h)2. if it is sent to the public agency's custodian of public records and to the contractor at the contractor's address listed on its contract with the public agency or to the contractor's registered agent. Such notices must be sent by common carrier delivery service or by registered, Global Express Guaranteed, or certified mail, with postage or shipping paid by the sender and with evidence of delivery, which may be in an electronic format.

**A contractor who complies with a public records request within 8 business days after the notice is sent is not liable for the reasonable costs of enforcement.**

## **6.0 COMPENSATION**

- 6.1 The CONSULTANT shall be compensated for services rendered under this Agreement in accordance with the provisions of each Work Order, upon presentation of CONSULTANT'S invoice and as provided in this Agreement (attached as Exhibit B).
- 6.2 Compensation for services shall be invoiced by the CONSULTANT and paid by the CITY in accordance with the Florida Local Government Prompt Payment Act, § 218.70, Florida Statutes.
- 6.3 The CONSULTANT agrees to allow full and open inspection of payroll records and expenditures in connection with hourly rate and cost-plus fixed fee work assignments upon request of the CITY.

## **7.0 PROHIBITION AGAINST CONTINGENT FEES**

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

## **8.0 TERMINATION FOR CAUSE**

This Agreement may be terminated by either party with seven (7) days prior written notice, in the event of substantial failure to perform in accordance with the terms hereof by the other party through no fault of the terminating party. If this Agreement is terminated, the CONSULTANT shall be paid in accordance with the provisions of outstanding Work Orders for all work performed up to the date of termination.

## **9.0 SUSPENSION, CANCELLATION, OR ABANDONMENT**

If the project described in any Work Order is suspended, canceled, or abandoned by the CITY, without affecting any other Work Order or this Agreement, the CONSULTANT shall be given five (5) days prior written notice of such action and shall be compensated

for professional services provided up to the date of suspension, cancellation, or abandonment.

**10.0 GOVERNING LAW**

This Agreement shall be administered and interpreted under the laws of the State of Florida. The exclusive venue for any proceeding or suit in law or equity arising from or incident to this Agreement will be in Pinellas County Florida.

**11.0 TERMINATION FOR CONVENIENCE**

Either the CITY or the CONSULTANT may terminate the Agreement at any time by giving written notice to the other of such termination and specifying the effective date of such termination at least thirty (30) days before said termination date. If the Agreement is terminated by the CITY as provided herein, the CONSULTANT will be paid for services rendered through the date of termination.

**12.0 PUBLIC ENTITY CRIMES**

Pursuant to Florida Statute § 287.132-133, the City of Clearwater, as a public entity, may not accept any proposal from, award any contract to, or transact any business in excess of the threshold amount provided in § 287.017, F.S., for Category Two (currently \$35,000) with any person or affiliate on the convicted vendor list for a period of 36 months from the date that person or affiliate was placed on the convicted vendor list unless that person or affiliate has been removed from the list pursuant to § 287.133 (3)(f), F.S. By submitting a proposal, CONSULTANT is certifying that Florida Statute 287.132 and 287.133 does not restrict submission.

**13.0 SCRUTINIZED COMPANIES AND BUSINESS OPERATIONS**

The CONSULTANT will be required to comply with Section 287.135, Florida Statutes, specifically by executing the forms provided (attached as Exhibit C).

**14.0 RFQ #34-23, TERMS AND CONDITIONS**

All terms and conditions as set forth in RFQ #34-23, Terms of Conditions are incorporated by reference (attached as Exhibit D).

**15.0 ORDER OF PRECEDENCE**

Any inconsistency in documents relating to this Agreement shall be resolved by giving precedence in the following order: (i) this Agreement and subsequent Amendments; (ii) RFQ #34-23, Terms and Conditions; and (iii) Work Orders.

**16.0 INSURANCE REQUIREMENTS**

Insurance Requirements are set forth in Exhibit E, which is incorporated by reference (attached as Exhibit E).

**17.0 TERMINATION FOR LACK OF FUNDING**

The CITY'S performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Clearwater City Council. In the event the Clearwater City Council does not appropriate funds for CITY to perform its obligations hereunder, CITY may terminate this Agreement upon thirty (30) days written notice to CONSULTANT.

**18.0 E-VERIFY**

CONSULTANT and its Subcontractors shall register with and use the E-Verify system to verify the work authorization status of all newly hired employees. CONSULTANT will not enter into a contract with any Subcontractor unless each party to the contract registers with and uses the E-Verify system. Subcontractor must provide CONSULTANT with an affidavit stating that Subcontractor does not employ, contract with, or subcontract with an unauthorized alien. CONSULTANT shall maintain a copy of such affidavit.


The CITY may terminate this Agreement on the good faith belief that CONSULTANT or its Subcontractors knowingly violated Florida Statutes 448.09(1) or 448.095(2)(c). If this Agreement is terminated pursuant to Florida Statute 448.095(2)(c), CONSULTANT may not be awarded a public contract for at least 1 year after the date of which this Agreement was terminated. CONSULTANT is liable for any additional costs incurred by the CITY as a result of the termination of this Agreement.

See Section 448.095, Florida Statutes (2020).

[Remainder of Page Intentionally Left Blank]

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

**DRIGGERS ENGINEERING SERVICES, INC.**

By: 

Print Name: F. Jaime Driggers

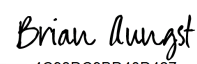
Title: President

**WITNESS:**

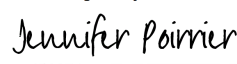
By: 

Print Name: Natalie J. Abrahamson

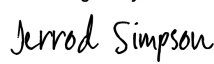
**Countersigned:**

DocuSigned by:  
  
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Brian Aungst Sr.  
Mayor

**CITY OF CLEARWATER**

DocuSigned by:  
  
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Jennifer Poirrier  
City Manager

Approved as to form:

DocuSigned by:  
  
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Jerrod Simpson  
Sr. Assistant City Attorney

Attest:

DocuSigned by:  
  
620DD5FEDFFE4CF...  
Rosemarie Call  
City Clerk



# Exhibit B

## PROVISION OF PAYMENT

ENGINEER OF RECORD: Driggers Engineering Services, Inc.

## BASIS FOR PAYMENT

The owner shall pay ENGINEER and ENGINEER agrees to accept as full compensation for its services (as established by Work Order) compensation as computed by one of the following methods:

### Method "A" -Hourly Rate-

Compensation in the form of burdened hourly rates.

Burdened (direct+ indirect) Hourly Rate+ Subconsultant Cost+ Other Direct Costs.

Direct cost includes labor hourly rate. Indirect costs include fringe benefit rate, overhead, operating margin and profit.

Subconsultant Costs are actual costs incurred **times a factor of 1.00**. Actual costs shall be based on billing rates for required labor classifications.

Other Direct Costs are actual costs incurred for travel outside of Tampa Bay area, printing, copying, long distance telephone calls, etc.

### Method "B" - Lump Sum -

Compensation in the form of "lump sum" for all work associated with a Work Order or task and shall be determined by mutual agreement between the ENGINEER and the City. The lump sum amount shall be negotiated based upon the Work Order scope of services and approved by both the City and the ENGINEER.

### Hourly Rates -

The estimated hourly rates below represent 2023 costs and categories. Periodic changes are anticipated, and modifications may be made annually in writing to the City for review and approval.

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**2023  
City of Clearwater  
Engineer of Record  
RFQ #34-23**

**Fee Schedule**

**GEOTECHNICAL SERVICES**

<b>1.0 ENGINEERING AND PROFESSIONAL SERVICES</b>		
<b>ITEM</b>	<b>DESCRIPTION</b>	<b>UNIT FEE</b>
1.1	Senior Engineer (P.E.)	190.00/Hr.
1.2	Principal Engineer (P.E.)	220.00/Hr.
1.3	CADD Operator	85.00/Hr.
1.4	Clerical	71.50/Hr.
1.5	Laboratory Director	150.00/Hr.

<b>2.0 DRILLING SERVICES</b>		
<b>ITEM</b>	<b>DESCRIPTION</b>	<b>UNIT FEE</b>
2.1	Mobilization and Demobilization of 3-Man Crew (readily accessible to truck-mounted drilling equipment)	\$500.00 LS
2.2	Mobilization and Demobilization of 3-Man Crew (Rear/Track-mounted Equipment)	650.00 LS
2.3	Mobilization and Demobilization of 3-Man Crew (swamp, barge or difficult access)	Quoted Upon Request
2.4	Crew Time (3-man crew, drilling and support vehicles) for Special Drilling, Sampling, Difficult Access, Monitor Well Installation or Land, etc. (minimum 8 hours per day) 2.4.1 Miscellaneous Materials, Bits, Equipment Rental, Supplies, etc.	330.00/Hr.  Cost + 15%
2.5	Crew Time (3-man crew and drilling equipment on water [minimum 8 hours per day]) 2.5.1 Portable Self-Propelled Barge and Work Boat 2.5.2 Barge and Tug (ocean-going) 2.5.3 Miscellaneous Materials, Bits, Equipment Rental, Supplies, etc.	415.00/Hr.  1,075.00/Day Cost + 15% Cost + 15%
2.6	Standard Penetration Test Borings (ASTM D-1586, split-spoon sampling; Standard Truck-Mounted Drill Unit) 2.6.1 0-50 Feet i. Soil ii. Rock iii. Cemented Soil (N>50) 2.6.2 50-100 Feet i. Soil ii. Rock iii. Cemented Soil (N>50) 2.6.3 100-150 Feet i. Soil ii. Rock iii. Cemented Soil (N>50) 2.6.4 150-200 Feet i. Soil ii. Rock iii. Cemented Soil (N>50)	   18.50/LF 21.00/LF 21.00/LF  21.00/LF 23.50/LF 23.50/LF  24.50/LF 28.50/LF 28.50/LF  30.50/LF 35.00/LF 35.00/LF

<b>2.0 DRILLING SERVICES</b> (Continued)		
<b>ITEM</b>	<b>DESCRIPTION</b>	<b>UNIT FEE</b>
2.7	Track-Mounted Drill Unit 2.7.1 0-50 Feet i. Soil ii. Rock iii. Cemented Soil (N>50) 2.7.2 50-100 Feet i. Soil ii. Rock iii. Cemented Soil (N>50)	\$ 20.50/LF 23.00/LF 23.00/LF  23.00/LF 26.50/LF 26.50/LF
2.8	Tripod or Limited Access Drill Unit Equipment (3-man crew and equipment [minimum 8 hours per day])	300.00/Hr.
2.9	Undisturbed Sampling in Conjunction with Boring (3" O.D. Shelby tube samples)	150.00 Ea.
2.10	Grouting of Boreholes per SWFWMD Regulations	6.00/LF
2.11	Temporary Casing (only if needed) 2.12.1 4"	8.00/LF
2.12	Patch Borehole in Asphalt or Concrete	75.00 Ea.

<b>3.0 FIELD SERVICES</b>		
<b>ITEM</b>	<b>DESCRIPTION</b>	<b>UNIT FEE</b>
3.1	Double-Ring Infiltration Test (local and depth $\leq$ 3 feet [ASTM D-3385]) 3.1.1 Depth greater than 3 feet to be negotiated based on depth requirements	\$ 600.00 Ea.
3.2	Hand Auger Boring	15.00/LF
3.3	Hand Cone Penetrometer	4.50/LF.

<b>4.0 LABORATORY GEOTECHNICAL TESTING</b>		
<b>ITEM</b>	<b>DESCRIPTION</b>	<b>UNIT FEE</b>
4.1	Consolidation Test	\$ 500.00 Ea.
4.2	Laboratory Permeability on Sand (ASTM D-2434-74)	220.00 Ea.
4.3	Unconfined Compression Test	175.00 Ea.
4.4	Grainsize Analysis (ASTM D-422-92)	40.00 Ea.
4.5	Atterberg Limit (plastic and liquid [ASTM D-43-18-87])	75.00 Ea.
4.6	Organic Content (FM 1T-267)	40.00 Ea.
4.7	Specific Gravity of Soil (ASTM D-854-92)	40.00 Ea.
4.8	Hydrometer of Soil (ASTM D-422-92)	165.00 Ea.

<b>4.0 LABORATORY GEOTECHNICAL TESTING</b> (Continued)		
<b>ITEM</b>	<b>DESCRIPTION</b>	<b>UNIT FEE</b>
4.9	Constant Head Permeability (ASTM D-2434-74)	\$ 210.00 Ea.
4.10	Permeability with Back Pressure Saturation (ASTM D-5084-90)	450.00 Ea.
4.11	Corrosivity Series (resistance, pH, SO <sub>4</sub> , CL [FDOT method])	350.00 Ea.
4.12	Field Sampling of Materials	75.00/Hr.

<b>5.0 SOILS</b>		
<b>ITEM</b>	<b>DESCRIPTION</b>	<b>UNIT FEE</b>
5.1	Laboratory Proctor Test (Standard ASTM D698 or Modified ASTM D1557)	\$ 120.00 Ea.
5.2	Field Density Test (Sand Cone ASTM D1556 or Nuclear ASTM D2922 Densitometer) Minimum Charge - \$66.00 Per Trip	26.00 Ea.
5.3	Full-Time Senior Geotechnical Inspection Minimum Charge - Eight (8) Hours Per Day	75.00/Hr.
5.4	Limerock Bearing Ratio (FM 5-515)	325.00 Ea.
5.5	Base or Subgrade Thickness Determination in Conjunction with Density Test	6.50 Ea.
5.6	Turbidity Test (NTU) (Plus Sampling Time)	30.00 Ea.
5.7	Limerock Analysis (Carbonates of Calcium and Magnesium) (FM 5-514)	80.00 Ea.
5.8	pH Determination (ASTM G-51-77) Corrosion 5.8.1 pH Determination (ASTM D4972) Agricultural	30.00 Ea. 42.00 Ea.

<b>6.0 CONCRETE</b>		
<b>ITEM</b>	<b>DESCRIPTION</b>	<b>UNIT FEE</b>
6.1	Cylinder Preparation (ASTM C31) of Fresh Concrete and Pick-Up includes Slump Test (ASTM C143) Temperature (ASTM C-1064) and All Pertinent Field Data	70.00/Hr.
6.2	<u>Laboratory Compression Testing</u> 6"x12" Cylinders 3"x3"x6" Prisms 2"x2" Cubes	15.00 Ea. 18.00 Ea. 18.00 Ea.
6.3	Air Content of Fresh Concrete (ASTM C173 or C231)	20.00 Ea.
6.4	Beam Preparation (ASTM C31) of Fresh Concrete and Pick-Up - Includes Slump Test (ASTM C143) Temperature (ASTM C1064) and All Pertinent Data	70.00/Hr.
6.5	Laboratory Flexural Strength of Molded Beams (ASTM C78)	32.00 Ea.
6.6	Rebound Number (Schmidt Hammer) of Hardened Concrete (ASTM C805)	80.00/Hr.
6.7	Coring of Hardened Concrete (ASTM C42) 6.7.1 Additional Diamond Bit Charge D = Core Diameter in Inches LI = Core Length in Lineal Inches	90.00/Hr. D x 3.00/LI
6.8	Laboratory Compression of Concrete Cores (ASTM C39)	32.00 Ea.

<b>7.0 AGGREGATE TESTING</b>		
<b>ITEM</b>	<b>DESCRIPTION</b>	<b>UNIT FEE</b>
7.1	Gradation of Fine Aggregate (ASTM C136)	\$ 40.00 Ea.
7.2	Gradation of Coarse Aggregate (ASTM C136)	55.00 Ea.
7.3	Specific Gravity and Absorption of Fine Aggregate (ASTM C128)	55.00 Ea.
7.4	Specific Gravity and Absorption of Coarse Aggregate (ASTM C127)	55.00 Ea.
7.5	Los Angeles Abrasion	180.00 Ea.
7.6	Soundness of Aggregate Sodium Sulfate or Magnesium Sulfate (ASTM C88)	270.00 Ea.
7.7	Dry Rodded Unit Weight of Fine or Coarse Aggregate (ASTM C29)	55.00 Ea.
7.8	Field Sampling for Laboratory Tests	70.00/Hr.

<b>8.0 SOIL-CEMENT</b>		
<b>ITEM</b>	<b>DESCRIPTION</b>	<b>UNIT FEE</b>
8.1	Soil-Cement Design (P.C.A. or F.D.O.T. Method) - Includes Grainsize Analyses, proctor Curves, Specimen Compression and Recommended Cement Content	\$ 600.00 Ea.
8.2	Field Inspection during Processing of Plant Produced Placement - Includes Field Proctor, Density, Thickness and Cement Spread, If Applicable	80.00/Hr.
8.3	Laboratory Compression of Field Molded Specimens	15.00 Ea.
8.4	Laboratory Compression of Field Hardened Cores	35.00 Ea.
8.5	Soil-Cement Coring	
	8.5.1 Technician Time and Equipment	90.00/Hr.
	8.5.2 Core Bit Charge	3.00/LI
	8.5.3 Thickness Determination	6.00 Ea.
	8.5.4 Repair of Core Hole	10.00 Ea.
8.6	Field Sampling of Raw Materials for Laboratory Design	75.00/Hr.

<b>9.0 ASPHALT</b>		
<b>ITEM</b>	<b>DESCRIPTION</b>	<b>UNIT FEE</b>
9.1	Asphalt Design 9.1.1 F.D.O.T. with Three Bitumen Contents 9.1.2 F.A.A. Design with Four Bitumen Contents	\$ 1,100.00 Ea. 1,800.00 Ea.
9.2	Asphalt Plant Inspection 9.2.1 Senior Technician Inspector	80.00/Hr.
9.3	Field Inspection during Paving Activities 9.3.1 Senior Technician Inspector	80.00/Hr.
9.4	Laboratory Extraction and Gradation (FM IT-164 and FM IT-030)	150.00 Ea.
9.5	Marshall Stability and Properties (FM 5-511)	130.00 Ea.
9.6	Asphalt Coring 9.6.1 Technician Time and Equipment 9.6.2 Additional Diamond Bit Charge 9.6.3 Repair of Core Hole	90.00/Hr. 3.00/LI 10.00 Ea.
9.7	Laboratory Preparation of Field Paving Cores	10.00 Ea.
9.8	Laboratory Density of Field Paving Cores (FM IT-166)	15.00 Ea.
9.9	Laboratory Thickness of Field Paving Cores	10.00 Ea.
9.10	Field Sampling for Laboratory Tests	75.00/Hr.
9.11	Rice Gravity	65.00/Hr.
9.12	Gyratory Compaction	250.00 Ea.

<b>10.0 PILING INSPECTION</b>		
<b>ITEM</b>	<b>DESCRIPTION</b>	<b>UNIT FEE</b>
10.1	Inspection of Auger-Cast, Drilled Shaft or Driven Pile (Minimum Charge of 8 Hours Per Day)	\$ 85.00/Hr.
10.2	Pile Compressive Load Test (ASTM D1143)*	*
10.3	Pile Tensile Load Test (ASTM D3689)*	*

\*Quoted Based on Project Requirements


RFQ 34-23, Exhibit C\_Forms

**SCRUTINIZED COMPANIES THAT BOYCOTT ISRAEL LIST CERTIFICATION FORM**

**THIS FORM MUST BE COMPLETED AND SUBMITTED WITH THE BID/PROPOSAL. FAILURE TO SUBMIT THIS FORM AS REQUIRED MAY DEEM YOUR SUBMITTAL NONRESPONSIVE.**

The affiant, by virtue of the signature below, certifies that:

1. The vendor, company, individual, principal, subsidiary, affiliate, or owner is aware of the requirements of section 287.135, Florida Statutes, regarding companies on the Scrutinized Companies that Boycott Israel List, or engaged in a boycott of Israel; and
2. The vendor, company, individual, principal, subsidiary, affiliate, or owner is eligible to participate in this solicitation and is not listed on the Scrutinized Companies that Boycott Israel List, or engaged in a boycott of Israel; and
3. "Boycott Israel" or "boycott of Israel" means refusing to deal, terminating business activities, or taking other actions to limit commercial relations with Israel, or persons or entities doing business in Israel or in Israeli-controlled territories, in a discriminatory manner. A statement by a company that it is participating in a boycott of Israel, or that it has initiated a boycott in response to a request for a boycott of Israel or in compliance with, or in furtherance of, calls for a boycott of Israel, may be considered as evidence that a company is participating in a boycott of Israel; and
4. If awarded the Contract (or Agreement), the vendor, company, individual, principal, subsidiary, affiliate, or owner will immediately notify the City of Clearwater in writing, no later than five (5) calendar days after any of its principals are placed on the Scrutinized Companies that Boycott Israel List, or engaged in a boycott of Israel.

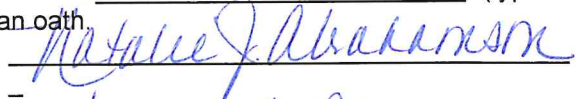
  
 \_\_\_\_\_  
 Authorized Signature  
 F. Jaime Driggers  
 \_\_\_\_\_  
 Printed Name  
 President  
 \_\_\_\_\_  
 Title  
 Driggers Engineering Services, Inc.  
 \_\_\_\_\_  
 Name of Entity/Corporation

STATE OF Florida  
 COUNTY OF Pinellas

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization on this 21<sup>st</sup> day of June, 2023, by F. Jaime Driggers (name of person whose signature is being notarized) as the President (title) of Driggers Engineering Services, Inc. (name of corporation/entity), personally known \_\_\_\_\_, or produced \_\_\_\_\_ (type of identification) as identification, and who did/did not take an oath.



NATALIE J ABRAHAMSON  
 Commission # GG 943292  
 Expires January 1, 2024  
 Bonded Thru Budget Notary Services

  
 \_\_\_\_\_  
 Notary Public  
Natalie J. Abrahamson  
 \_\_\_\_\_  
 Printed Name

My Commission Expires: 1-1-2024  
 NOTARY SEAL ABOVE


RFQ 34-23, Exhibit C\_Forms

**SCRUTINIZED COMPANIES AND BUSINESS OPERATIONS WITH CUBA AND SYRIA  
CERTIFICATION FORM**

**IF YOUR BID/PROPOSAL IS \$1,000,000 OR MORE, THIS FORM MUST BE COMPLETED AND SUBMITTED WITH THE BID/PROPOSAL. FAILURE TO SUBMIT THIS FORM AS REQUIRED MAY DEEM YOUR SUBMITTAL NONRESPONSIVE.**

The affiant, by virtue of the signature below, certifies that:

1. The vendor, company, individual, principal, subsidiary, affiliate, or owner is aware of the requirements of section 287.135, Florida Statutes, regarding companies on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaging in business operations in Cuba and Syria; and
2. The vendor, company, individual, principal, subsidiary, affiliate, or owner is eligible to participate in this solicitation and is not listed on either the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Sector List, or engaged in business operations in Cuba and Syria; and
3. Business Operations means, for purposes specifically related to Cuba or Syria, engaging in commerce in any form in Cuba or Syria, including, but not limited to, acquiring, developing, maintaining, owning, selling, possessing, leasing or operating equipment, facilities, personnel, products, services, personal property, real property, military equipment, or any other apparatus of business or commerce; and
4. If awarded the Contract (or Agreement), the vendor, company, individual, principal, subsidiary, affiliate, or owner will immediately notify the City of Clearwater in writing, no later than five (5) calendar days after any of its principals are placed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Sector List, or engaged in business operations in Cuba and Syria.

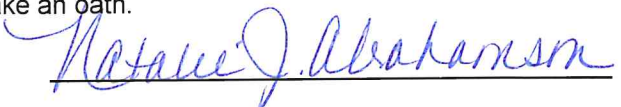
  
 \_\_\_\_\_  
 Authorized Signature  
 F. Jaime Driggers  
 \_\_\_\_\_  
 Printed Name  
 President  
 \_\_\_\_\_  
 Title  
 Driggers Engineering Services, Inc.  
 \_\_\_\_\_  
 Name of Entity/Corporation

STATE OF Florida  
 COUNTY OF Pinellas

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NATALIE J ABRAHAMSON  
 Commission # GG 943292  
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 \_\_\_\_\_  
 Notary Public  
Natalie J. Abrahamson  
 \_\_\_\_\_  
 Printed Name

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RFQ 34-23, Exhibit C\_Forms

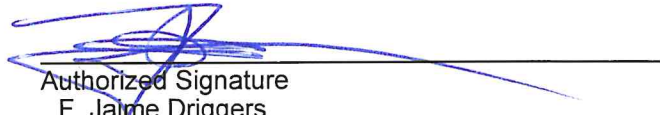
**VERIFICATION OF EMPLOYMENT ELIGIBILITY FORM**

**PER FLORIDA STATUTE 448.095, CONTRACTORS AND SUBCONTRACTORS MUST REGISTER WITH AND USE THE E-VERIFY SYSTEM TO VERIFY THE WORK AUTHORIZATION STATUS OF ALL NEWLY HIRED EMPLOYEES.**

**THIS FORM MUST BE COMPLETED AND SUBMITTED WITH THE BID/PROPOSAL. FAILURE TO SUBMIT THIS FORM AS REQUIRED MAY DEEM YOUR SUBMITTAL NONRESPONSIVE.**

The affiant, by virtue of the signature below, certifies that:

1. The Contractor and its Subcontractors are aware of the requirements of Florida Statute 448.095.
2. The Contractor and its Subcontractors are registered with and using the E-Verify system to verify the work authorization status of newly hired employees.
3. The Contractor will not enter into a contract with any Subcontractor unless each party to the contract registers with and uses the E-Verify system.
4. The Subcontractor will provide the Contractor with an affidavit stating that the Subcontractor does not employ, contract with, or subcontract with unauthorized alien.
5. The Contractor must maintain a copy of such affidavit.
6. The City may terminate this Contract on the good faith belief that the Contractor or its Subcontractors knowingly violated Florida Statutes 448.09(1) or 448.095(2)(c).
7. If this Contract is terminated pursuant to Florida Statute 448.095(2)(c), the Contractor may not be awarded a public contract for at least 1 year after the date on which this Contract was terminated.
8. The Contractor is liable for any additional cost incurred by the City as a result of the termination of this Contract.

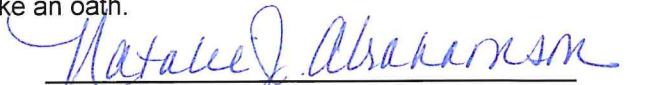
  
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 Authorized Signature  
 F. Jaime Driggers  
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STATE OF Florida  
 COUNTY OF Puellas

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization on this 21<sup>st</sup> day of June, 2023 by F. Jaime Driggers (name of person whose signature is being notarized) as the President (title) of Driggers Engineering Services, Inc. (name of corporation/entity), personally known ✓, or produced \_\_\_\_\_ (type of identification) as identification, and who did/did not take an oath.



NATALIE J ABRAHAMSON  
 Commission # GG 943292  
 Expires January 1, 2024  
 Bonded Thru Budget Notary Services

  
 \_\_\_\_\_  
 Notary Public  
 Natalie J. Abrahamson  
 \_\_\_\_\_  
 Printed Name

My Commission Expires: 1-1-2024  
 NOTARY SEAL ABOVE

RFQ 34-23, Exhibit C\_Forms


**TRUTH-IN-NEGOTIATION CERTIFICATE**

In compliance with the Consultants' Competitive Negotiation Act,  
Section 287.055, Florida Statutes, and The Truth in Negotiations Act (TINA),

Driggers Engineering Services, Inc. hereby certifies  
*Contractor*

that wage rates, fringe rates and other factual unit costs supporting the compensation  
for the Geotechnical Engineering & Construction Materials Testing and Inspection  
services of Engineer of Record Consulting Services  
to be provided under this Agreement, concerning City of Clearwater are accurate,  
complete and current as of the time of contracting.

The hereby undersigned representative submits this certification that they are  
an authorized representative of the proposer who may legally bind the proposer  
attest to the accuracy of the information:

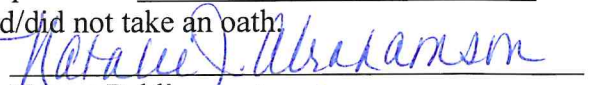
  
\_\_\_\_\_  
Authorized Signature  
F. Jaime Driggers  
\_\_\_\_\_  
Printed Name  
President  
\_\_\_\_\_  
Title  
Driggers Engineering Services, Inc.  
\_\_\_\_\_  
Name of Entity/Corporation

STATE OF Florida  
COUNTY OF Pinellas

The foregoing instrument was acknowledged before me by means of  physical presence or   
online notarization on, this 21<sup>st</sup> day of June, 2023, by  
F. Jaime Driggers (name of person whose signature is being notarized) as  
the President (title) of Driggers Engineering Services, Inc. (name  
of corporation/entity), personally known X, or produced \_\_\_\_\_  
(type of identification) as identification, and who did/did not take an oath?



NATALIE J ABRAHAMSON  
Commission # GG 943292  
Expires January 1, 2024  
Bonded Thru Budget Notary Services

  
\_\_\_\_\_  
Notary Public  
Natalie J. Abrahamson  
\_\_\_\_\_  
Printed Name

My Commission Expires: 1-1-2024  
NOTARY SEAL ABOVE

**RFQ #34-23, Exhibit D**  
**STANDARD TERMS AND CONDITIONS**

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- S.1 **DEFINITIONS.** Uses of the following terms are interchangeable as referenced: "vendor, contractor, consultant, supplier, proposer, company, persons", "purchase order, PO, contract, agreement", "City, Clearwater", "bid, proposal, response, quote".
- S.2 **INDEPENDENT CONTRACTOR.** It is expressly understood that the relationship of Contractor to the City will be that of an independent contractor. Contractor and all persons employed by Contractor, either directly or indirectly, are Contractor's employees, not City employees. Accordingly, Contractor and Contractor's employees are not entitled to any benefits provided to City employees including, but not limited to, health benefits, enrollment in a retirement system, paid time off or other rights afforded City employees. Contractor employees will not be regarded as City employees or agents for any purpose, including the payment of unemployment or workers' compensation. If any Contractor employees or subcontractors assert a claim for wages or other employment benefits against the City, Contractor will defend, indemnify and hold harmless the City from all such claims.
- S.3 **SUBCONTRACTING.** Contractor may not subcontract work under this Agreement without the express written permission of the City. If Contractor has received authorization to subcontract work, it is agreed that all subcontractors performing work under the Agreement must comply with its provisions. Further, all agreements between Contractor and its subcontractors must provide that the terms and conditions of this Agreement be incorporated therein.
- S.4 **ASSIGNMENT.** This Agreement may not be assigned either in whole or in part without first receiving the City's written consent. Any attempted assignment, either in whole or in part, without such consent will be null and void and in such event the City will have the right at its option to terminate the Agreement. No granting of consent to any assignment will relieve Contractor from any of its obligations and liabilities under the Agreement.
- S.5 **SUCCESSORS AND ASSIGNS, BINDING EFFECT.** This Agreement will be binding upon and inure to the benefit of the parties and their respective permitted successors and assigns.
- S.6 **NO THIRD PARTY BENEFICIARIES.** This Agreement is intended for the exclusive benefit of the parties. Nothing set forth in this Agreement is intended to create, or will create, any benefits, rights, or responsibilities in any third parties.
- S.7 **NON- EXCLUSIVITY.** The City, in its sole discretion, reserves the right to request the materials or services set forth herein from other sources when deemed necessary and appropriate. No exclusive rights are encompassed through this Agreement.
- S.8 **AMENDMENTS.** There will be no oral changes to this Agreement. This Agreement can only be modified in a writing signed by both parties. No charge for extra work or material will be allowed unless approved in writing, in advance, by the City and Contractor.
- S.9 **TIME OF THE ESSENCE.** Time is of the essence to the performance of the parties' obligations under this Agreement.
- S.10 **COMPLIANCE WITH APPLICABLE LAWS.**
- a. **General.** Contractor must procure all permits and licenses, and pay all charges and fees necessary and incidental to the lawful conduct of business. Contractor must stay fully informed of existing and future federal, state, and local laws, ordinances, executive orders, and regulations that in any manner affect the fulfillment of this Agreement and must comply with the same at its own expense. Contractor bears full responsibility for training, safety, and providing necessary equipment for all Contractor personnel to achieve throughout the term of the Agreement. Upon request, Contractor will demonstrate to the City's satisfaction any programs, procedures, and other activities used to ensure compliance.
  - b. **Drug-Free Workplace.** Contractor is hereby advised that the City has adopted a policy establishing a drug-free workplace for itself and those doing business with the City to ensure the safety and health of all persons working on City contracts and projects. Contractor will

**RFQ #34-23, Exhibit D**  
**STANDARD TERMS AND CONDITIONS**

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require a drug-free workplace for all Contractor personnel working under this Agreement. Specifically, all Contractor personnel who are working under this Agreement must be notified in writing by Contractor that they are prohibited from the manufacture, distribution, dispensation, possession, or unlawful use of a controlled substance in the workplace. Contractor agrees to prohibit the use of intoxicating substances by all Contractor personnel and will ensure that Contractor personnel do not use or possess illegal drugs while in the course of performing their duties.

- c. **Federal and State Immigration Laws.** Contractor agrees to comply with the Immigration Reform and Control Act of 1986 (IRCA) in performance under this Agreement and to permit the City and its agents to inspect applicable personnel records to verify such compliance as permitted by law. Contractor will ensure and keep appropriate records to demonstrate that all Contractor personnel have a legal right to live and work in the United States.
- (i) As applicable to Contractor, under this provision, Contractor hereby warrants to the City that Contractor and each of its subcontractors will comply with, and are contractually obligated to comply with, all federal immigration laws and regulations that relate to their employees (hereinafter "Contractor Immigration Warranty").
  - (ii) A breach of the Contractor Immigration Warranty will constitute as a material breach of this Agreement and will subject Contractor to penalties up to and including termination of this Agreement at the sole discretion of the City.
  - (iii) The City retains the legal right to inspect the papers of all Contractor personnel who provide services under this Agreement to ensure that Contractor or its subcontractors are complying with the Contractor Immigration Warranty. Contractor agrees to assist the City in regard to any such inspections.
  - (iv) The City may, at its sole discretion, conduct random verification of the employment records of Contractor and any subcontractor to ensure compliance with the Contractor Immigration Warranty. Contractor agrees to assist the City in regard to any random verification performed.
  - (v) Neither Contractor nor any subcontractor will be deemed to have materially breached the Contractor Immigration Warranty if Contractor or subcontractor establishes that it has complied with the employment verification provisions prescribed by Sections 274A and 274B of the Federal Immigration and Nationality Act.
- d. **Nondiscrimination.** Contractor represents and warrants that it does not discriminate against any employee or applicant for employment or person to whom it provides services because of race, color, religion, sex, national origin, or disability, and represents and warrants that it complies with all applicable federal, state, and local laws and executive orders regarding employment. Contractor and Contractor's personnel will comply with applicable provisions of Title VII of the U.S. Civil Rights Act of 1964, as amended, Section 504 of the Federal Rehabilitation Act, the Americans with Disabilities Act (42 U.S.C. § 12101 et seq.), and applicable rules in performance under this Agreement.

- S.11 **SALES/USE TAX, OTHER TAXES.** Contractor is responsible for the payment of all taxes including federal, state, and local taxes related to or arising out of Contractor's services under this Agreement, including by way of illustration but not limitation, federal and state income tax, Social Security tax, unemployment insurance taxes, and any other taxes or business license fees as required. If any taxing authority should deem Contractor or Contractor employees an employee of the City or should otherwise claim the City is liable for the payment of taxes that are Contractor's responsibility under this Agreement, Contractor will indemnify the City for any tax liability, interest, and penalties imposed upon the City.

The City is exempt from paying state and local sales/use taxes and certain federal excise taxes and will furnish an exemption certificate upon request.

**RFQ #34-23, Exhibit D**  
**STANDARD TERMS AND CONDITIONS**

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S.12 **AMOUNTS DUE THE CITY.** Contractor must be current and remain current in all obligations due to the City during the performance of services under the Agreement. Payments to Contractor may be offset by any delinquent amounts due the City or fees and charges owed to the City.

S.13 **PUBLIC RECORDS.** In addition to all other contract requirements as provided by law, the Contractor executing this Agreement agrees to comply with public records law.

**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, Rosemarie Call, Phone: 727-562-4092 or Email: [Rosemarie.Call@myclearwater.com](mailto:Rosemarie.Call@myclearwater.com), 600 Cleveland Street, Suite 600, Clearwater, FL 33755.**

The Contractor agrees to comply with the following:

- a) Keep and maintain public records required by the City of Clearwater (hereinafter "public agency" in this section) to perform the service being provided by the contractor hereunder.
- 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 for in Chapter 119, Florida Statutes, as may be amended from time to time, or as otherwise provided by law.
- c) Ensure that the 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.
- e) A request to inspect or copy public records relating to a public agency's contract for services must be made directly to the public agency. If the public agency does not possess the requested records, the public agency shall immediately notify the contractor of the request and the contractor must provide the records to the public agency or allow the records to be inspected or copied within a reasonable time.
- f) The contractor hereby acknowledges and agrees that if the contractor does not comply with the public agency's request for records, the public agency shall enforce the contract provisions in accordance with the contract.
- g) A contractor who fails to provide the public records to the public agency within a reasonable time may be subject to penalties under Section 119.10, Florida Statutes.

## RFQ #34-23, Exhibit D

### STANDARD TERMS AND CONDITIONS

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h) If a civil action is filed against a contractor to compel production of public records relating to a public agency's contract for services, the court shall assess and award against the contractor the reasonable costs of enforcement, including reasonable attorney fees, if:

1. The court determines that the contractor unlawfully refused to comply with the public records request within a reasonable time; and

2. At least eight (8) business days before filing the action, the plaintiff provided written notice of the public records request, including a statement that the contractor has not complied with the request, to the public agency and to the contractor.

i) A notice complies with subparagraph (h)2. if it is sent to the public agency's custodian of public records and to the contractor at the contractor's address listed on its contract with the public agency or to the contractor's registered agent. Such notices must be sent by common carrier delivery service or by registered, Global Express Guaranteed, or certified mail, with postage or shipping paid by the sender and with evidence of delivery, which may be in an electronic format.

A Contractor who complies with a public records request within eight (8) business days after the notice is sent is not liable for the reasonable costs of enforcement.

S.14 **AUDITS AND RECORDS.** Contractor must preserve the records related to this Agreement for five (5) years after completion of the Agreement. The City or its authorized agent reserves the right to inspect any records related to the performance of work specified herein. In addition, the City may inspect any and all payroll, billing or other relevant records kept by Contractor in relation to the Agreement. Contractor will permit such inspections and audits during normal business hours and upon reasonable notice by the City. The audit of records may occur at Contractor's place of business or at City offices, as determined by the City.

S.15 **BACKGROUND CHECK.** The City may conduct criminal, driver history, and all other requested background checks of Contractor personnel who would perform services under the Agreement or who will have access to the City's information, data, or facilities in accordance with the City's current background check policies. Any officer, employee, or agent that fails the background check must be replaced immediately for any reasonable cause not prohibited by law.

S.16 **SECURITY CLEARANCE AND REMOVAL OF CONTRACTOR PERSONNEL.** The City will have final authority, based on security reasons: (i) to determine when security clearance of Contractor personnel is required; (ii) to determine the nature of the security clearance, up to and including fingerprinting Contractor personnel; and (iii) to determine whether or not any individual or entity may provide services under this Agreement. If the City objects to any Contractor personnel for any reasonable cause not prohibited by law, then Contractor will, upon notice from the City, remove any such individual from performance of services under this Agreement.

S.17 **DEFAULT.**

a. A party will be in default if that party: (i) is or becomes insolvent or is a party to any voluntary bankruptcy or receivership proceeding, makes an assignment for a creditor, or there is any similar action that affects Contractor's capability to perform under the Agreement; (ii) is the subject of a petition for involuntary bankruptcy not removed within sixty (60) calendar days; (iii) conducts business in an unethical manner or in an illegal manner; or (iv) fails to carry out any term, promise, or condition of the Agreement.

b. Contractor will be in default of this Agreement if Contractor is debarred or suspended in accordance with the Clearwater Code of Ordinances Section 2.565 or if Contractor is debarred or suspended by another governmental entity.

**RFQ #34-23, Exhibit D**  
**STANDARD TERMS AND CONDITIONS**

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- c. **Notice and Opportunity to Cure.** In the event a party is in default then the other party may, at its option and at any time, provide written notice to the defaulting party of the default. The defaulting party will have thirty (30) days from receipt of the notice to cure the default; the thirty (30) day cure period may be extended by mutual agreement of the parties, but no cure period may exceed ninety (90) days. A default notice will be deemed to be sufficient if it is reasonably calculated to provide notice of the nature and extent of such default. Failure of the non-defaulting party to provide notice of the default does not waive any rights under the Agreement.
- d. **Anticipatory Repudiation.** Whenever the City in good faith has reason to question Contractor's intent or ability to perform, the City may demand that Contractor give a written assurance of its intent and ability to perform. In the event that the demand is made and no written assurance is given within five (5) calendar days, the City may treat this failure as an anticipatory repudiation of the Agreement.
- S.18 **REMEDIES.** The remedies set forth in this Agreement are not exclusive. Election of one remedy will not preclude the use of other remedies. In the event of default:
- a. The non-defaulting party may terminate the Agreement, and the termination will be effective immediately or at such other date as specified by the terminating party.
- b. The City may purchase the services required under the Agreement from the open market, complete required work itself, or have it completed at the expense of Contractor. If the cost of obtaining substitute services exceeds the contract price, the City may recover the excess cost by: (i) requiring immediate reimbursement to the City; (ii) deduction from an unpaid balance due to Contractor; (iii) collection against the proposal and/or performance security, if any; (iv) collection against liquidated damages (if applicable); or (v) a combination of the aforementioned remedies or other remedies as provided by law. Costs includes any and all, fees, and expenses incurred in obtaining substitute services and expended in obtaining reimbursement, including, but not limited to, administrative expenses, attorneys' fees, and costs.
- c. The non-defaulting party will have all other rights granted under this Agreement and all rights at law or in equity that may be available to it.
- d. Neither party will be liable for incidental, special, or consequential damages.
- S.19 **CONTINUATION DURING DISPUTES.** Contractor agrees that during any dispute between the parties, Contractor will continue to perform its obligations until the dispute is settled, instructed to cease performance by the City, enjoined or prohibited by judicial action, or otherwise required or obligated to cease performance by other provisions in this Agreement.
- S.20 **TERMINATION FOR CONVENIENCE.** The City reserves the right to terminate this Agreement at its convenience, in part or in whole, upon thirty (30) calendar days' written notice.
- S.21 **TERMINATION FOR CONFLICT OF INTEREST.** The City may cancel this Agreement after its execution, without penalty or further obligation, if any person significantly involved in initiating, securing, drafting, or creating the Agreement for the City becomes an employee or agent of Contractor.
- S.22 **TERMINATION FOR NON-APPROPRIATION AND MODIFICATION FOR BUDGETARY CONSTRAINT.** The City is a governmental agency which relies upon the appropriation of funds by its governing body to satisfy its obligations. If the City reasonably determines, in its sole discretion, that it does not have funds to meet its obligations under this Agreement, the City will have the right to terminate the Agreement without penalty on the last day of the fiscal period for which funds were legally available. In the event of such termination, the City agrees to provide written notice of its intent to terminate thirty (30) calendar days prior to the stated termination date.

**RFQ #34-23, Exhibit D**  
**STANDARD TERMS AND CONDITIONS**

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- S.23 **PAYMENT TO CONTRACTOR UPON TERMINATION.** Upon termination of this Agreement, Contractor will be entitled only to payment for those services performed up to the date of termination, and any authorized expenses already incurred up to such date of termination. The City will make final payment within thirty (30) calendar days after the City has both completed its appraisal of the materials and services provided and received Contractor's properly prepared final invoice.
- S.24 **NON-WAIVER OF RIGHTS.** There will be no waiver of any provision of this Agreement unless approved in writing and signed by the waiving party. Failure or delay to exercise any rights or remedies provided herein or by law or in equity, or the acceptance of, or payment for, any services hereunder, will not release the other party of any of the warranties or other obligations of the Agreement and will not be deemed a waiver of any such rights or remedies.
- S.25 **INDEMNIFICATION/LIABILITY.**
- a. To the fullest extent permitted by law, Contractor agrees to defend, indemnify, and hold the City, its officers, agents, and employees, harmless from and against any and all liabilities, demands, claims, suits, losses, damages, causes of action, fines or judgments, including costs, attorneys', witnesses', and expert witnesses' fees, and expenses incident thereto, relating to, arising out of, or resulting from: (i) the services provided by Contractor personnel under this Agreement; (ii) any negligent acts, errors, mistakes or omissions by Contractor or Contractor personnel; and (iii) Contractor or Contractor personnel's failure to comply with or fulfill the obligations established by this Agreement.
  - b. Contractor will update the City during the course of the litigation to timely notify the City of any issues that may involve the independent negligence of the City that is not covered by this indemnification.
  - c. The City assumes no liability for actions of Contractor and will not indemnify or hold Contractor or any third party harmless for claims based on this Agreement or use of Contractor-provided supplies or services.
  - d. Nothing contained herein is intended to serve as a waiver by the City of its sovereign immunity, to extend the liability of the City beyond the limits set forth in Section 768.28, Florida Statutes, or be construed as consent by the City to be sued by third parties.
- S.26 **WARRANTY.** Contractor warrants that the services and materials will conform to the requirements of the Agreement. Additionally, Contractor warrants that all services will be performed in a good, workman-like, and professional manner. The City's acceptance of service or materials provided by Contractor will not relieve Contractor from its obligations under this warranty. If any materials or services are of a substandard or unsatisfactory manner as determined by the City, Contractor, at no additional charge to the City, will provide materials or redo such services until in accordance with this Agreement and to the City's reasonable satisfaction. Unless otherwise agreed, Contractor warrants that materials will be new, unused, of most current manufacture and not discontinued, will be free of defects in materials and workmanship, will be provided in accordance with manufacturer's standard warranty for at least one (1) year unless otherwise specified, and will perform in accordance with manufacturer's published specifications.
- S.27 **CITY'S RIGHT TO RECOVER AGAINST THIRD PARTIES.** Contractor will do nothing to prejudice the City's right to recover against third parties for any loss, destruction, or damage to City property, and will at the City's request and expense, furnish to the City reasonable assistance and cooperation, including assistance in the prosecution or defense of suit and the execution of instruments of assignment in favor of the City in obtaining recovery.
- S.28 **NO GUARANTEE OF WORK.** Contractor acknowledges and agrees that it is not entitled to deliver any specific amount of materials or services or any materials or services at all under this Agreement and acknowledges and agrees that the materials or services will be requested by the City on an as needed basis at the sole discretion of the City. Any document referencing quantities or

**RFQ #34-23, Exhibit D**  
**STANDARD TERMS AND CONDITIONS**

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- performance frequencies represent the City's best estimate of current requirements, but will not bind the City to purchase, accept, or pay for materials or services which exceed its actual needs.
- S.29 **OWNERSHIP.** All deliverables, services, and information provided by Contractor or the City pursuant to this Agreement (whether electronically or manually generated) including without limitation, reports, test plans, and survey results, graphics, and technical tables, originally prepared in the performance of this Agreement, are the property of the City and will not be used or released by Contractor or any other person except with prior written permission by the City.
- S.30 **USE OF NAME.** Contractor will not use the name of the City of Clearwater in any advertising or publicity without obtaining the prior written consent of the City.
- S.31 **FOB DESTINATION FREIGHT PREPAID AND ALLOWED.** All deliveries will be FOB destination freight prepaid and allowed unless otherwise agreed.
- S.32 **RISK OF LOSS.** Contractor agrees to bear all risks of loss, injury, or destruction of goods or equipment incidental to providing these services and such loss, injury, or destruction will not release Contractor from any obligation hereunder.
- S.33 **SAFEGUARDING CITY PROPERTY.** Contractor will be responsible for any damage to City real property or damage or loss of City personal property when such property is the responsibility of or in the custody of Contractor or its employees.
- S.34 **WARRANTY OF RIGHTS.** Contractor warrants it has title to, or the right to allow the City to use, the materials and services being provided and that the City may use same without suit, trouble, or hindrance from Contractor or third parties.
- S.35 **PROPRIETARY RIGHTS INDEMNIFICATION.** Without limiting the foregoing, Contractor will without limitation, at its expense defend the City against all claims asserted by any person that anything provided by Contractor infringes a patent, copyright, trade secret, or other intellectual property right and must, without limitation, pay the costs, damages and attorneys' fees awarded against the City in any such action, or pay any settlement of such action or claim. Each party agrees to notify the other promptly of any matters to which this provision may apply and to cooperate with each other in connection with such defense or settlement. If a preliminary or final judgment is obtained against the City's use or operation of the items provided by Contractor hereunder or any part thereof by reason of any alleged infringement, Contractor will, at its expense and without limitation, either: (a) modify the item so that it becomes non-infringing; (b) procure for the City the right to continue to use the item; (c) substitute for the infringing item other item(s) having at least equivalent capability; or (d) refund to the City an amount equal to the price paid, less reasonable usage, from the time of installation acceptance through cessation of use, which amount will be calculated on a useful life not less than five (5) years, plus any additional costs the City may incur to acquire substitute supplies or services. Nothing contained herein is intended to serve as a waiver by the City of its sovereign immunity, to extend the liability of the City beyond the limits set forth in Section 768.28, Florida Statutes, or be construed as consent by the City to be sued by third parties.
- S.36 **CONTRACT ADMINISTRATION.** This Agreement will be administered by the Purchasing Administrator and/or an authorized representative from the using department. All questions regarding this Agreement will be referred to the administrator for resolution. Supplements may be written to this Agreement for the addition or deletion of services. Payment will be negotiated and determined by the contract administrator(s).
- S.37 **FORCE MAJEURE.** Failure by either party to perform its duties and obligations will be excused by unforeseeable circumstances beyond its reasonable control, including acts of nature, acts of the public enemy, riots, fire, explosion, legislation, and governmental regulation. The party whose performance is so affected will within five (5) calendar days of the unforeseeable circumstance notify the other party of all pertinent facts and identify the force majeure event. The party whose performance is so affected must also take all reasonable steps, promptly and diligently, to prevent

**RFQ #34-23, Exhibit D**  
**STANDARD TERMS AND CONDITIONS**

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such causes if it is feasible to do so, or to minimize or eliminate the effect thereof. The delivery or performance date will be extended for a period equal to the time lost by reason of delay, plus such additional time as may be reasonably necessary to overcome the effect of the delay, provided however, under no circumstances will delays caused by a force majeure extend beyond one hundred-twenty (120) calendar days from the scheduled delivery or completion date of a task unless agreed upon by the parties.

- S.38 **COOPERATIVE USE OF CONTRACT.** This Agreement may be extended for use by other municipalities, counties, school districts, and government agencies with the approval of Contractor. Any such usage by other entities must be in accordance with the statutes, codes, ordinances, charter and/or procurement rules and regulations of the respective government agency. Orders placed by other agencies and payment thereof will be the sole responsibility of that agency. The City is not responsible for any disputes arising out of transactions made by others.
- S.39 **FUEL CHARGES AND PRICE INCREASES.** No fuel surcharges will be accepted. No price increases will be accepted without proper request by Contractor and response by the City's Procurement Division.
- S.40 **NOTICES.** All notices to be given pursuant to this Agreement must be delivered to the parties at their respective addresses. Notices may be (i) personally delivered; (ii) sent via certified or registered mail, postage prepaid; (iii) sent via electronic mail; (iv) sent via overnight courier; or (v) sent via facsimile. If provided by personal delivery, receipt will be deemed effective upon delivery. If sent via certified or registered mail, receipt will be deemed effective three (3) calendar days after being deposited in the United States mail. If sent via electronic mail, overnight courier, or facsimile, receipt will be deemed effective two (2) calendar days after the sending thereof.
- S.41 **GOVERNING LAW, VENUE.** This Agreement is governed by the laws of the State of Florida. The exclusive venue selected for any proceeding or suit in law or equity arising from or incident to this Agreement will be Pinellas County, Florida.
- S.42 **INTEGRATION CLAUSE.** This Agreement, including all attachments and exhibits hereto, supersede all prior oral or written agreements, if any, between the parties and constitutes the entire agreement between the parties with respect to the work to be performed.
- S.43 **PROVISIONS REQUIRED BY LAW.** Any provision required by law to be in this Agreement is a part of this Agreement as if fully stated in it.
- S.44 **SEVERABILITY.** If any provision of this Agreement is declared void or unenforceable, such provision will be severed from this Agreement, which will otherwise remain in full force and effect. The parties will negotiate diligently in good faith for such amendment(s) of this Agreement as may be necessary to achieve the original intent of this Agreement, notwithstanding such invalidity or unenforceability.
- S.45 **SURVIVING PROVISIONS.** Notwithstanding any completion, termination, or other expiration of this Agreement, all provisions which, by the terms of reasonable interpretation thereof, set forth rights and obligations that extend beyond completion, termination, or other expiration of this Agreement, will survive and remain in full force and effect. Except as specifically provided in this Agreement, completion, termination, or other expiration of this Agreement will not release any party from any liability or obligation arising prior to the date of termination.

**Exhibit E**  
**RFQ 34-23, EOR Consulting Services**  
**Insurance Requirements**

**INSURANCE REQUIREMENTS.** The Contractor (respondent) shall, at its own cost and expense, acquire and maintain (and cause any subcontractors, representatives or agents to acquire and maintain) during the term with the City, sufficient insurance to adequately protect the respective interest of the parties. Coverage shall be obtained with a carrier having an AM Best Rating of A-VII or better. In addition, the City has the right to review the Contractor's deductible or self-insured retention and to require that it be reduced or eliminated.

Specifically the Contractor must carry the following minimum types and amounts of insurance on an occurrence basis or in the case of coverage that cannot be obtained on an occurrence basis, then coverage can be obtained on a claims-made basis with a minimum three (3) year tail following the termination or expiration of this Agreement. Specific work may require additional coverage on a case by case basis:

- a. **Commercial General Liability Insurance** coverage, including but not limited to, premises operations, products/completed operations, products liability, contractual liability, advertising injury, personal injury, death, and property damage in the minimum amount of \$1,000,000 (one million dollars) per occurrence and \$2,000,000 (two million dollars) general aggregate.
- b. **Commercial Automobile Liability Insurance** coverage for any owned, non-owned, hired or borrowed automobile is required in the minimum amount of \$1,000,000 (one million dollars) combined single limit.
- c. Unless waived by the State of Florida and proof of waiver is provided to the City, statutory **Workers' Compensation Insurance** coverage in accordance with the laws of the State of Florida, and **Employer's Liability Insurance** in the minimum amount of \$1,000,000 (one million dollars) each employee each accident, \$1,000,000 (one million dollars) each employee by disease, and \$1,000,000 (one million dollars) disease policy limit. Coverage should include Voluntary Compensation, Jones Act, and U.S. Longshoremen's and Harbor Worker's Act coverage where applicable. Coverage must be applicable to employees, contractors, subcontractors, and volunteers, if any.
- d. If the Contractor is using its own property, or the property of the City or other provider, in connection with the performance of its obligations under this Agreement, then **Contractor's Equipment Insurance or Property Insurance** on an "All Risks" basis with replacement cost coverage for property and equipment in the care, custody and control of others is required.
- e. **Professional Liability Insurance** coverage appropriate for the type of business engaged in by the Contractor with minimum limits of \$1,000,000 (one million dollars) per occurrence. 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 prior policy was extended indefinitely to cover prior acts. Coverage shall be extended beyond the policy year either by a supplemental extended reporting period (ERP) of as great a 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.

The above insurance limits may be achieved by a combination of primary and umbrella/excess liability policies.

**6. OTHER INSURANCE PROVISIONS.**

- a. Prior to the execution of this Agreement, and then annually upon the anniversary date(s) of the insurance policy's renewal date(s) for as long as this Agreement remains in effect, the Contractor will furnish the City with a Certificate of Insurance(s) (using appropriate ACORD

certificate, SIGNED by the Issuer, and with applicable endorsements) evidencing all of the coverage set forth above and naming the City as an "Additional Insured." In addition, when requested in writing from the City, Contractor will provide the City with certified copies of all applicable policies. The address where such certificates and certified policies shall be sent or delivered is as follows:

**City of Clearwater**  
**Attn: Procurement Division, RFQ #34-23**  
**P.O. Box 4748**  
**Clearwater, FL 33758-4748**

- b. Contractor shall provide thirty (30) days written notice of any cancellation, non-renewal, termination, material change or reduction in coverage.
- c. Contractor's insurance as outlined above shall be primary and non-contributory coverage for Contractor's negligence.
- d. Contractor reserves the right to appoint legal counsel to provide for the Contractor's defense, for any and all claims that may arise related to Agreement, work performed under this Agreement, or to Contractor's design, equipment, or service. Contractor agrees that the City shall not be liable to reimburse Contractor for any legal fees or costs as a result of Contractor providing its defense as contemplated herein.

**The stipulated limits of coverage above shall not be construed as a limitation of any potential liability to the City, and failure to request evidence of this insurance shall not be construed as a waiver of Contractor's obligation to provide the insurance coverage specified.**



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 6/21/2023
--------------------------------

**THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.**

**IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. 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).**

<b>PRODUCER</b> Wallace Welch & Willingham, Inc. 300 1st Ave. So., 5th Floor Saint Petersburg FL 33701	<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): 727-522-7777      FAX (A/C, No): 727-521-2902 E-MAIL ADDRESS: certificates@w3ins.com
INSURER(S) AFFORDING COVERAGE	
<b>INSURED</b> Driggers Engineering Services, Inc. PO Box 17839 Clearwater FL 33762	DRIGENG-01 INSURER A : Travelers Indemnity Co.      NAIC # 9490 INSURER B : Auto-Owners Insurance Company      18988 INSURER C : Travelers Property Casualty Co of Amer.      25674 INSURER D : Bridgefield Casualty Ins. Co. INSURER E : Endurance American Specialty Ins. Co.      41718 INSURER F :

**COVERAGES      CERTIFICATE NUMBER: 241283293      REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> XCU GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC OTHER:			X6601C729473TIA22	8/10/2022	8/10/2023	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 \$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY			9655814500	8/10/2022	8/10/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			CUP0L257050	8/10/2022	8/10/2023	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
D	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	019655746	8/10/2022	8/10/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
E	Professional / Pollution Liab Claims Made Retro Date 9/24/1986			DPL30011363900	9/24/2022	9/24/2023	Per Claim Aggregate Deductible \$2,000,000 \$5,000,000 \$50,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**  
 City of Clearwater is additional insured with respect to General Liability if required by written contract subject to terms, conditions, and exclusions of the policy.  
 City of Clearwater is additional insured on a primary basis with respect to Auto Liability if required by written contract subject to the terms and conditions and exclusions of the policy.

City of Clearwater is additional insured with respect to the Professional Liability if required by written contract, subject to terms, conditions, and exclusions of the policy.

A Waiver of Subrogation in favor of City of Clearwater applies to Workers Compensation if required by written contract, subject to terms, conditions and See Attached...

<b>CERTIFICATE HOLDER</b>  City of Clearwater Attn: Procurement Division, RFQ #34-23 PO Box 4748 Clearwater FL 33758-4748	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
------------------------------------------------------------------------------------------------------------------------------------------	--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

AGENCY CUSTOMER ID: DRIGENG-01

LOC #: \_\_\_\_\_



### ADDITIONAL REMARKS SCHEDULE

Page 1 of 1

AGENCY Wallace Welch & Willingham, Inc.		NAMED INSURED Driggers Engineering Services, Inc. PO Box 17839 Clearwater FL 33762	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

**ADDITIONAL REMARKS**

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,**  
**FORM NUMBER:** 25 **FORM TITLE:** CERTIFICATE OF LIABILITY INSURANCE

exclusions of the policies, per attached endorsement forms.

The General Liability, Automobile, Workers Compensation and Professional Liability policies include an endorsement providing that thirty days' notice of cancellation will be furnished to City of Clearwater, except for nonpayment of premium, in which case ten days of notice will be given.

58524 (1-15)

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **AMENDMENT OF DEFINITIONS**

This endorsement modifies insurance provided under the following:

### COMMERCIAL AUTO POLICY

**SECTION VI - DEFINITIONS** is amended.

1. **B.** is deleted and replaced by the following definition.

**B. Auto** means:

1. A land motor vehicle;
2. A **trailer**; or
3. Any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged.

However, **auto** does not include **mobile equipment**. As it applies to this endorsement only,

**mobile equipment** does not include a snowmobile.

2. **U.** is deleted and replaced by the following definition.

**U. Trailer** means a vehicle which is designed to be connected to and towed by a power unit. **Trailer** does not include non-motorized farm machinery or farm wagons. A **trailer** is not **equipment or custom furnishings**.

All other policy terms and conditions apply.

58524 (1-15)

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Page 1 of 1

58540 (12-19)

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **PRIMARY AND NONCONTRIBUTORY - BLANKET COVERAGE**

This endorsement modifies insurance provided under the following:

### COMMERCIAL AUTO POLICY

**SECTION V - CONDITIONS, B. GENERAL CONDITIONS, 2. Other Insurance** is amended. The following provision is added as it applies to this endorsement only. When this insurance is primary and there is other insurance for any person or organization, other than a Named Insured, which covers liability for **your** operations, contribution from such other insurance shall not be sought by **us** when:

- (1) There is a written agreement between **you** and such person or organization that this insurance shall be primary and without the right of contribution; and
- (2) Such written agreement was in force prior to any **bodily injury or property damage**.

All other policy terms and conditions apply.

58540 (12-19)

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Page 1 of 1

58504 (1-15)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE - BLANKET COVERAGE

This endorsement modifies insurance provided under the following:

COMMERCIAL AUTO POLICY

**SECTION II - COVERED AUTOS LIABILITY COVERAGE** is amended. The following provision is added. Any person or organization is an **insured** for Covered Autos Liability Coverage, but only to the extent that

person or organization qualifies as an **insured** under **SECTION II - COVERED AUTOS LIABILITY COVERAGE, A. COVERAGE, 1. Who Is An Insured.**

All other policy terms and conditions apply.

58504 (1-15)

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Page 1 of 1

58583 (1-15)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## WAIVER OF OUR RIGHT TO RECOVER PAYMENTS (WAIVER OF SUBROGATION) - BLANKET

This endorsement modifies insurance provided under the following:

COMMERCIAL AUTO POLICY

**SECTION V CONDITIONS, A. LOSS CONDITIONS** is amended. **5. Our Right to Recover Payments** is deleted and replaced by the following condition.

**5. Our Right to Recover Payments**

If **we** make a payment under this policy and the person to or for whom payment is made has a right to recover damages from another, **we** will be entitled to that right. That person shall do everything necessary to transfer that right to **us** and do nothing to prejudice it.

However, **we** waive **our** right to recover payments made for **bodily injury** or **property damage**:

- a. Covered by the policy; and
- b. Arising out of the operation of **autos** covered by the policy, in accordance with the terms and conditions of a written contract between **you** and such person or entity

only if such rights have been waived by the written contract prior to the **accident** or **loss** which caused the **bodily injury** or **property damage**.

All other policy terms and conditions apply.

58583 (1-15)

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Page 1 of 1

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **BLANKET ADDITIONAL INSURED (ARCHITECTS, ENGINEERS AND SURVEYORS)**

This endorsement modifies insurance provided under the following:  
COMMERCIAL GENERAL LIABILITY COVERAGE PART

**1. The following is added to SECTION II – WHO IS AN INSURED:**

Any person or organization that you agree in a "written contract requiring insurance" to include as an additional insured on this Coverage Part, but:

- a. Only with respect to liability for "bodily injury", "property damage" or "personal injury"; and
- b. If, and only to the extent that, the injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" to which the "written contract requiring insurance" applies, or in connection with premises owned by or rented to you.

The person or organization does not qualify as an additional insured:

- c. With respect to the independent acts or omissions of such person or organization; or
- d. For "bodily injury", "property damage" or "personal injury" for which such person or organization has assumed liability in a contract or agreement.

The insurance provided to such additional insured is limited as follows:

- e. This insurance does not apply on any basis to any person or organization for which coverage as an additional insured specifically is added by another endorsement to this Coverage Part.
- f. This insurance does not apply to the rendering of or failure to render any "professional services".
- g. In the event that the Limits of Insurance of the Coverage Part shown in the Declarations exceed the limits of liability required by the "written contract requiring insurance", the insurance provided to the additional insured shall be limited to the limits of liability required by that "written contract requiring insurance". This endorsement does not increase the limits of insurance described in Section III – Limits Of Insurance.

h. This insurance does not apply to "bodily injury" or "property damage" caused by "your work" and included in the "products-completed operations hazard" unless the "written contract requiring insurance" specifically requires you to provide such coverage for that additional insured, and then the insurance provided to the additional insured applies only to such "bodily injury" or "property damage" that occurs before the end of the period of time for which the "written contract requiring insurance" requires you to provide such coverage or the end of the policy period, whichever is earlier.

**2. The following is added to Paragraph 4.a. of SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:**

The insurance provided to the additional insured is excess over any valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to the additional insured for a loss we cover. However, if you specifically agree in the "written contract requiring insurance" that this insurance provided to the additional insured under this Coverage Part must apply on a primary basis or a primary and non-contributory basis, this insurance is primary to other insurance available to the additional insured which covers that person or organization as a named insured for such loss, and we will not share with the other insurance, provided that:

- (1) The "bodily injury" or "property damage" for which coverage is sought occurs; and
- (2) The "personal injury" for which coverage is sought arises out of an offense committed;

after you have signed that "written contract requiring insurance". But this insurance provided to the additional insured still is excess over valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to the additional insured when that person or organization is an additional insured under any other insurance.

COMMERCIAL GENERAL LIABILITY

3. The following is added to Paragraph 8., **Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

We waive any right of recovery we may have against any person or organization because of payments we make for "bodily injury", "property damage" or "personal injury" arising out of "your work" performed by you, or on your behalf, done under a "written contract requiring insurance" with that person or organization. We waive this right only where you have agreed to do so as part of the "written contract requiring insurance" with such person or organization signed by you before, and in effect when, the "bodily injury" or "property damage" occurs, or the "personal injury" offense is committed.

4. The following definition is added to the **DEFINITIONS** Section:

"Written contract requiring insurance" means that part of any written contract under which you are required to include a person or organization as an additional insured on this Coverage Part, provided that the "bodily injury" and "property damage" occurs and the "personal injury" is caused by an offense committed:

- a. After you have signed that written contract;
- b. While that part of the written contract is in effect; and
- c. Before the end of the policy period.

**WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY**

**WC 00 03 13**  
(Ed. 4-84)

**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT**

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

\*Blanket Waiver of Subrogation Applies\*

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

Date Prepared:

Carrier: Bridgefield Employers Insurance Company

Effective Date of Endorsement: 8/10/2022

Policy Number: 019655746

Countersigned by:

A handwritten signature in black ink, appearing to be a stylized name, positioned over a horizontal line.

Insured: Driggers Engineering Services, Inc

**WC 00 03 13** (Ed. 4-84)