

**TOWN OF BELLEAIR GENERAL TERMS AND CONDITIONS:
CONTINUING SERVICES AGREEMENT – ENGINEERING**

This Agreement is made and entered into this 18th day of January, 2018⁹, by and between the **Town of Belleair, Florida**, hereinafter referred to as the "Town" and **Jones Edmunds**, a consulting firm, with offices located at 324 S. Hyde Park Ave., Suite 250, Tampa, FL 33606, hereinafter referred to as "Consultant."

RECITALS

A. The Town desires to have an engineering consultant to assist the Town administration, planning, community development, public works department or other such department as the Town deems appropriate to provide engineering support and related management consulting services pertaining to projects and other activities undertaken by the Town.

B. The Town desires to employ the Consultant in connection thereof upon the terms and conditions hereinafter set forth, and the Consultant is desirous of obtaining such employment and has represented that it is qualified and competent to perform such services upon said terms and conditions.

C. The Town has selected the Consultant in accordance with the Competitive Negotiations Act (CCNA), as amended and Consultant agreed to the ongoing use of Consultant for certain assignments that may arise from time to time.

NOW, THEREFORE, in consideration of the mutual covenants and agreement hereinafter contained, it is agreed by and between the parties hereto as follows:

1. SCOPE OF PROFESSIONAL SERVICES. The Consultant shall diligently and timely perform professional management consulting and engineering services as requested by the Town from time to time under this Agreement (the "Services"). The Consultant shall provide the Town with a proposed "scope of work" and cost estimate (together the "Scope of Work") for each new request for professional services submitted to Consultant by the Town and any such Scope of Work must be approved in writing by the Town prior to Consultant commencing Services thereunder. The approved Scope of Work shall be attached to a written approval from the Town ("Task Authorization") which shall serve as a notice to proceed to Consultant for that Scope of Work, the form of which is attached hereto as Exhibit "A".

2. PAYMENT.

A. The Town agrees to pay the Consultant for the Services described in each agreed Scope of Work, and the Consultant agrees to accept as payment for Services under each Scope of Work a fee based on the fee schedule set forth in Attachment "B" hereto ("Fees").

B. Within five (5) days after the end of each month during the term of this Agreement, Consultant shall submit to the Town for approval a request for payment for each

separate Scope of Work then being performed by Consultant ("Request for Payment"), including documentation reasonably acceptable to the Town to allow the Town to verify the Scope of Work for which payment is requested has been completed. The Town may in its discretion retain ten percent (10%) of the undisputed amount payable from each payment to Consultant hereunder. Release of such retention amount will be made on the date the Town determines that all obligations under the applicable Scope of Work have been met. The Town may also withhold payment because of (i) defective Services not remedied, (ii) claims or liens filed for Services performed, or (iii) any unpaid amounts due and owing from Consultant under the terms of this Agreement. The Town shall notify Consultant with the details of the disputed portion of the Services. Payment of undisputed portions of each Request for Payment shall be made by the Town promptly upon receipt and verification of completion of the Services for which payment is claimed, but in any event, as required under Florida's "Prompt Payment Act", Chapter 218, Part VII, Florida Statutes.

C. The Fees to be paid by the Town under each Scope of Work are inclusive of any federal, state, or local property, license, privilege, sales, use, excise, gross receipts, value added, or other similar tax which may now or hereafter be applicable to, measured by, or imposed upon with respect to the Services.

D. In the event that additional outside services are required to support the Services of Consultant due to unforeseen conditions, the Consultant shall:

(1) Obtain a written proposal from the firm designated to render the required services, and submit such proposal to the Town for written approval.

(2) If the services are such that specific licensure or registration is required to perform them, the Consultant shall select a firm that is so licensed or registered in the State of Florida.

(3) If the proposal is approved in writing by the Town, the Consultant shall enter into a contract with the firm for the furnishing of such services in accordance with the proposal.

(4) The Consultant shall submit a minimum of two (2) copies of reports for all such required services to the Town, unless otherwise directed by the Town.

(5) Upon approval by the Town of such reports, the Town shall reimburse the Consultant for the cost of such services, which cost shall not exceed the amount of the proposal.

(6) Services rendered by the Consultant in connection with the coordination of these additional services shall be considered within the Scope of Work and no additional Fees shall be due the Consultant.

E. Consultant shall not charge separately or additionally for cell phones, long distance, U.S. postage, computer use, non-work product reproduction or internal other direct costs. Such costs are considered to be included in the Fees paid.

F. The Consultant shall not apply a premium for overtime, holiday, or other working conditions. All charges to the Town will be based upon regular base hourly rate costs.

3. TOWN'S RESPONSIBILITY. The Town shall furnish the Consultant with all existing data, plans, profiles, and other engineering information currently within the Town's files and which are requested by Consultant and are useful in connection with the applicable Scope of Work. Any such information provided shall be returned to the Town upon the completion of the Services to be performed by the Consultant, unless such data, plans, profiles, and other data are necessary for Consultant for ongoing Services. If so, then such forms of information shall be promptly photocopied by the Consultant and returned to the Town.

4. TOWN'S DESIGNATED REPRESENTATIVE. It is understood and agreed that the Town designates the Town Manager or his designated representative to represent the Town in all technical matters pertaining to and arising from the Services and performance of this Agreement whose responsibility shall include:

A. Examination of all reports, sketches, drawings, cost estimates, proposals and other documents presented by the Consultant, and rendering in writing decisions pertaining thereto within a reasonable time so as not to materially delay the Services of the Consultant.

B. Transmission of instructions, receipt of information, interpretation, and definition of Town policies and decisions with respect to design, materials, and other matters pertinent to the Services.

C. Give prompt written notice to the Consultant whenever the Town observes or otherwise becomes aware of any defects or changes necessary in the Services.

5. CHANGES IN SCOPE. The Town may, from time to time, request changes in a particular Scope of Work to be performed hereunder. Such changes, including any increase or decrease in the amount of the Consultant's compensation, shall not be binding unless mutually agreed upon by and between the Town and the Consultant, and incorporated in written amendments to the approved Task Authorization and associated Scope of Work.

6. TERMINATION OF THE CONTRACT. The Town shall have the right at any time upon thirty (30) days written notice to the Consultant to terminate this Agreement or any or all Scopes of Work and associated Services then being performed by Consultant hereunder or both and, in that event, the Consultant shall cease work and shall deliver to the Town all documents, including reports, surveys, plans, tracings, specifications, and all other data and material prepared or obtained by the Consultant in connection with the applicable Scopes of Work. The Town shall upon delivery of the aforesaid documents, pay to the Consultant and the Consultant shall accept as full payment for Services thereunder, an amount equal to the sum of the following:

A. The Fee amount for each completed activity shown in the applicable Scopes of Work;

B. The percentage of Fees applicable for partially completed Services properly performed under the various Scopes of Work; and

C. Less any amounts due from Consultant to the Town under the terms of this Agreement.

7. NON-EXCLUSIVE CONTRACT. The Town reserves the right at its sole discretion to enter into contracts with other consultants to provide similar services as those identified in the various Scopes of Work.

8. TERM OF THE CONTRACT: Unless terminated sooner under the provisions of paragraph six (6) herein, and subject to the availability of appropriated funds, this Agreement shall take effect immediately upon its execution by the parties, and is to continue in force.

9. INDEMNITY. The Consultant shall defend, indemnify, and hold harmless the Town, its officers, directors, and employees from and against all claims, damages, losses, and expenses, (including but not limited to fees and charges of attorneys or other professionals and court and arbitration or other dispute resolution costs) arising out of or resulting from (i) the negligent, reckless, or intentionally wrongful performance of services by the Consultant or any subconsultant employed or utilized by the Consultant to perform or furnish services under this agreement, (ii) breach of the terms of this Agreement by Consultant or any person or organization directly or indirectly employed by Consultant to perform or furnish any of the Services, or (iii) violations of applicable law by any person or organization directly or indirectly employed by the Consultant to perform or furnish any of the Services.

10. INSURANCE.

A. The Consultant shall procure and maintain during the life of this Agreement insurance approved by Town of the following types or such other insurance as the Town may require from time to time:

(1) Worker's Compensation: For all of his employees engaged in work on the project under this Agreement. In case any employee engaged in hazardous work on the project is not protected under the Worker's Compensation statute, the Consultant shall provide Employer's Liability insurance for the protection of such of his employees not otherwise protected under such provisions.

Coverage A - Worker's Compensation - Statutory

Coverage B - Employer's Liability - \$500,000.00

(2) Liability: Comprehensive General Liability insurance including,

but not limited to:

- a) Independent Contractor's Liability;
- b) Contractual Liability;
- c) Personal Injury Liability.

The minimum primary limits shall be no less than \$500,000/\$500,000 Bodily Injury Liability, and no less than \$250,000 Property Damage Liability, or \$500,000 Combined Single Limit

Liability, or higher limits if required by the Excess Liability Insurer. Town shall be named as additional insured.

(3) Automobile Liability: Automobile Liability insurance including all owned, hired, and non-owned automobiles. The minimum primary limits shall be no less than \$1,000,000 Bodily Injury Liability, and no less than \$1,000,000 Property Damage Liability, or no less than \$1,000,000 Combined Single Limit Liability, or higher limits if required by the Excess Liability Insurer. Town shall be named as additional insured.

(4) Professional Liability: Professional Liability insurance covering professional services rendered in accordance with this Agreement in an amount not less than \$1,000,000.

B. Certificates of Insurance: The Consultant shall furnish to the Town certificates of insurance allowing thirty (30) days written notice of any change, cancellation, or non-renewal. Such certificates shall contain the following wording: "SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL MAIL THIRTY (30) DAYS NOTICE TO THE CERTIFICATE HOLDER NAMED HEREIN." If the insurance policies expire during the term of the contract, a renewal certificate shall be filed with the Town thirty (30) days prior to the renewal date.

11. DATA RETENTION. Records of fees and costs incurred under the terms of this Agreement for each Scope of Work shall be maintained by the Consultant and made available to the Town during the period of this Agreement, and for one (1) year after the final payment is made under that Scope of Work. Copies of these documents and records shall be furnished to the Town without cost.

12. OWNERSHIP OF DOCUMENTS. It is understood and agreed that all documents, including detailed reports, plans, original tracings, specifications, and all other data, prepared by the Consultant for the Town in connection with its Services hereunder ("Deliverable Work") shall be delivered to, and shall become the property of the Town prior to the final payment to the Consultant; provided, however, that the underlying intellectual property rights in the Deliverable Work shall remain the property of Owner. As further consideration for the Town entering into this Agreement and any resulting Task Authorization, Owner hereby grants to the Town a non-exclusive, perpetual, royalty free license (with sublicensing rights) to utilize Deliverable Works for any permissible municipal purpose. The Consultant shall not be liable for any use by the Town of said Deliverable Work if modified in any manner without written approval of the Consultant.

13. WORK COMMENCEMENT/PROGRESS/DELAYS.

A. The Services to be rendered by the Consultant under any applicable Scope of Work shall commence upon execution by the Town of the Task Authorization for that Scope of Work.

B. The Consultant agrees to abide by the schedule for performance of the Services as set forth in the applicable Scope of Work. The Town will be entitled at all times to be advised in writing at its request as to the status of the Services performed by the Consultant, and of the details thereof.

C. In the event there are delays on the part of the Town or regulatory agencies as to the approval of any of the plans, permits, and drafts of special provisions submitted by the Consultant which delay the scheduled completion date for any particular Services, the Town shall grant, to the Consultant in writing an extension of the time for the performance of the affected Services equal to the aforementioned delays. The Town shall be solely responsible for determination of the length of any such extension.

D. The Consultant shall maintain an adequate and competent staff of professionals and may, in the Town's sole discretion, associate with other qualified firms for the purpose of rendering Services hereunder, without cost to the Town, upon prior written approval by the Town as set forth in Section 2(D). The Consultant, however, shall not sublet, assign, or transfer any Services under this Agreement without the written consent of the Town.

14. STANDARDS OF CONDUCT.

A. 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 he has not paid or agreed to pay any person, company, corporation, individual, or firm other than a bona fide employee working solely for the Consultant any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award of this Agreement.

B. The Consultant covenants that it or any of its employees presently has no interest and shall not acquire any interest, direct or indirect, financial or otherwise, that would conflict in any manner or degree with performance of Services hereunder.

C. Standards of Conduct-Conflict of Interest - The Consultant agrees that it and its employees shall be bound by the Standards of Conduct provided in Section 112.313, Florida Statutes, as it relates to Services performed under this Agreement, which standards will by reference be made a part of this Agreement as though set forth in full. The Consultant agrees to incorporate the provisions of this paragraph in any subcontract into which it might enter with reference to the Services performed.

15. COMPLIANCE WITH FEDERAL, STATE, AND LOCAL LAWS. The Consultant shall comply with all Federal, State, and Local laws and ordinances applicable to the work or payment for work thereof, and shall not discriminate on the grounds of race, color, religion, sex, or national origin in the performance of work under this Agreement.

16. ASSIGNABILITY. The Consultant shall not assign any interest in this Agreement, and shall not transfer any interest in same, whether by assignment or novation, without the prior written approval of the Town, provided that this Agreement may be assigned as collateral by Consultant to a bank, trust company, or other financial institution, without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Town.

17. INDEPENDENT CONTRACTOR. It is hereby mutually agreed that the Consultant is and shall remain an independent contractor and not an employee of the Town.

18. CONTROLLING LAW. All questions pertaining to the validity and interpretation of this Agreement shall be determined in accordance with the laws of Florida applicable to contracts made and to be performed within the State. Venue shall rest solely in Pinellas County, Florida.

19. ENTIRE AGREEMENT. This Agreement and each agreed Scope of Work constitutes the entire agreement between the parties with respect to the subject matters. All prior agreements, representations, statements, negotiations, and undertakings are hereby superseded. Any alterations or violations of the terms of this Agreement shall not be valid unless made in writing and signed by the parties. If any term or provision of this Agreement shall be found by a court of competent jurisdiction to be illegal or unenforceable, then, notwithstanding, the remainder of the Contract shall remain in full force and effect.

20. ATTORNEY'S FEES. If a party to this Agreement seeks through litigation or alternative dispute resolution to enforce or interpret this Agreement, the prevailing party may recover from the non-prevailing party all costs thereof, including without limitation, reasonable attorney's fees.

IN WITNESS WHEREOF, the parties have hereto caused the execution of these documents, the year and date first above written.

Jones Edmunds and Associates

By: Stanley F. Ferreira, Jr., PE
Title: President & CEO

**TOWN OF BELLEAIR, FLORIDA, a
municipal corporation**

J.P. Murphy, Town Manager

ATTEST:

Christine Torok, Town Clerk

APPROVED AS TO FORM AND LEGALITY:

David Ottinger, Town Attorney



ATTACHMENT "A"

**TASK AUTHORIZATION FORM NO. _____
UNDER CONTINUING SERVICES WITH _____**

This Task Authorization is No. _____ of _____ and is made and entered into between the Town of Belleair, Pinellas County, Florida, a municipal corporation, created and existing under the laws of the State of Florida (the "Town"), and _____, hereinafter referred to as the Consultant.

RECITALS

A. The Town and Consultant are parties to a Continuing Services Agreement dated _____, 2018 (the "Services Agreement") for certain engineering services, pursuant to which the Town may issue multiple authorizations for specified scopes of work to be performed by the Consultant.

B. Pursuant to the terms of the Services Agreement and this Task Authorization, the Town desires to authorize Consultant to proceed on an agreed scope of work on behalf of the Town.

C. The Town and Consultant have reached agreement on the terms under which Consultant is authorized to proceed with services based on agreed Fees contained in the Services Agreement and the scope of work more particularly described herein.

WITNESSETH, that in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

1. Terms of Agreement: Scope of Work. Upon the execution of this Task Authorization by both the Town and Consultant, Consultant agrees to initiate the services set forth in the agreed Scope of Work attached hereto as Exhibit "A" (the "Services"). The Services shall be performed as set forth in this Task Authorization and subject to the terms and conditions of the Services Agreement.

2. Schedule. The schedule for the completion of the Services shall be as set forth in the agreed Scope of Work attached hereto as Exhibit "A". The completion dates are subject to change to the extent permitted under the terms of the Services Agreement.

3. Fees. The fees for the Services shall be based on (a) the fee schedule set forth in the Services Agreement (as amended by the parties from time to time) and shall be paid based upon the man-hour estimates set forth in the agreed Scope of Work attached hereto as Exhibit "A" or (b) such other fee structure as the parties have agreed as set forth in the agreed Scope of Work attached hereto as Exhibit "A".

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed in triplicate original and effective this _____ day of _____, 2018.

TOWN OF BELLEAIR

Consultant

By: _____

By: _____

Title: _____

Title: _____

ATTACHMENT "B"

FEE SCHEDULE

**Town of Belleair
Engineer of Record
Professional Services
Standard Hourly Rates**

Labor Category	Hourly Rate
Project Officer	\$ 260
Senior Project Manager	\$ 225
Project Manager	\$ 170
Chief Engineer or Scientist	\$ 225
Senior Engineer	\$ 220
Senior Scientist	\$ 160
Project Engineer	\$ 170
Project Scientist	\$ 150
Engineer or Scientist	\$ 130
Engineer Intern (PhD)	\$ 120
Engineer Intern or Associate Scientist	\$ 110
Designer	\$ 120
Senior CADD Designer	\$ 115
CADD Designer	\$ 100
Senior CADD Technician	\$ 90
CADD Technician	\$ 80
Systems Analyst	\$ 160
Senior GIS Analyst or Senior GIS Programmer	\$ 130
GIS Analyst or Programmer	\$ 100
Senior GIS Technician	\$ 80
GIS Technician	\$ 70
Senior Database Administrator	\$ 165
Database Administrator	\$ 130
Environmental Data Analyst	\$ 90
Senior Field Technician Environmental	\$ 95
Field Technician Environmental	\$ 85
Senior Construction Administrator	\$ 155
Construction Administrator	\$ 125
Senior Field Representative Construction	\$ 105
Field Representative Construction	\$ 90
Construction Project Coordinator	\$ 70
Senior Administrative Assistant	\$ 85
Administrative Assistant	\$ 65
Senior Technical Editor	\$ 125

- Standard hourly rates shown are for the initial 3-year term of contract.
- Jones Edmunds reserves the right to negotiate an increase upon each contract renewal.
- Subconsultants and other direct expenses including CAD charges are not included in the hourly billing rates. All subconsultant and other direct project related expenses are subject to a minimum handling/administrative charge of 10 percent.