Welcome to the City of Treasure Island Commission Meeting. If you wish to speak on a topic which is on today’s agenda, a speaker’s form [available in the rear of the room] must be completed and given to the City Clerk. Please do not address the Commission from your seat, but rather from the podium where your comments can be heard by all and recorded as required by Florida law. Unscheduled topics may be presented under the Public Comments section of the agenda.

A. PLEDGE OF ALLEGIANCE

B. ROLL CALL

Larry Lunn  Mayor
Deborah Toth  Commissioner, District 1
Tyler Payne  Commissioner, District 2
Saleene Partridge  Commissioner, District 3
Heidi Horak  Commissioner, District 4

C. APPROVAL OF REGULAR AND WORKSHOP AGENDAS

D. PROCLAMATIONS, RECOGNITIONS, CERTIFICATES OF APPRECIATION

1. Presentation - 2020 Census with Brian Lowack

E. PUBLIC COMMENTS FOR NON-AGENDA ITEMS

F. APPROVAL OF MINUTES

1. Approval of September 17, 2019 Board of Commissioners Regular Meeting Minutes
2. Approval of September 17, 2019 Board of Commissioners Regular Workshop Minutes
3. Approval of October 1, 2019 Board of Commissioners Regular Meeting Minutes
4. Approval of October 1, 2019 Board of Commissioners Regular Workshop Minutes

G. CONSENT AGENDA

1. Approve City Manager Purchase Authority to USA Voltage, up to $50,000 for FY2020
2. Approve City Manager Purchase Authority to Tampa Crane & Body, Inc., up to $30,000 for FY2020
3. Approve Purchase of Replacement Police Vehicle (#799) and Emergency Equipment up to $45,400

H. ITEMS OF BUSINESS

1. Engineering Contracts for RFQ 18-19-07
I. ADJOURNMENT

For any person desiring to appeal any decision made by the board, agency, or commission with respect to any matter considered at such meeting or hearing, he or she will need a record of the proceedings, and that, for such purpose, he or she may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based [F.S. 286.0105]. NOTE: Any transcript shall be requested and made by the individual requesting same at his or her own expense. Therefore, a court reporter may be desired or required accordingly.

Any person with a disability who needs any accommodation in order to participate in this proceeding is entitled to assistance at no cost. Please contact the Office of the City Clerk in writing at 120 108th Avenue, Treasure Island, FL, 33706 or by phone at (727) 547-4575 at least two working days prior to the meeting to advise what assistance is needed.
The meeting was called to order at 6:04 PM by Mayor Larry Lunn

A. PLEDGE OF ALLEGIANCE

Mayor Lunn led those in attendance in the Pledge of Allegiance.

B. ROLL CALL

<table>
<thead>
<tr>
<th>Attendee Name</th>
<th>Title</th>
<th>Status</th>
<th>Arrived</th>
</tr>
</thead>
<tbody>
<tr>
<td>Larry Lunn</td>
<td>Mayor</td>
<td>Present</td>
<td></td>
</tr>
<tr>
<td>Deborah Toth</td>
<td>Commissioner, District 1</td>
<td>Present</td>
<td></td>
</tr>
<tr>
<td>Tyler Payne</td>
<td>Commissioner, District 2</td>
<td>Present</td>
<td></td>
</tr>
<tr>
<td>Saleene Partridge</td>
<td>Commissioner, District 3</td>
<td>Present</td>
<td></td>
</tr>
<tr>
<td>Heidi Horak</td>
<td>Commissioner, District 4</td>
<td>Present</td>
<td></td>
</tr>
</tbody>
</table>

C. APPROVAL OF REGULAR AND WORKSHOP AGENDAS

Commission consensus was to move forward with the meeting agenda as presented.

D. PROCLAMATIONS, RECOGNITIONS, CERTIFICATES OF APPRECIATION

1. Employee Recognition - Lt. Joe White

Mayor Lunn recognized Lt. Joe White for 20 years of employment with the City of Treasure Island. The Mayor stated what a pleasure it is to present this Certificate of Achievement to Lt. White. Fire Chief Barrs also offered his congratulations, telling how Lt. White is an integral part of the Fire Department. The Lieutenant sets the example for the others in the department. He is currently going to school to obtain his UAV license. Lt. White’s leadership is unparalleled and we appreciate his service.

RESULT: NO ACTION NECESSARY

2. Proclamation - White Cane Walk

On behalf of the entire City Commission, Mayor Lunn read a proclamation naming October 15, 2019 White Cane Safety Awareness Day in the City of Treasure Island.

RESULT: NO ACTION NECESSARY

E. PUBLIC COMMENTS FOR NON-AGENDA ITEMS

None

F. APPROVAL OF MINUTES

1. Approval of August 20, 2019 Board of Commissioners Regular Meeting Minutes
RESULT: ACCEPTED [UNANIMOUS]
MOVER: Deborah Toth, Commissioner, District 1
SECONDER: Tyler Payne, Commissioner, District 2
AYES: Lunn, Toth, Payne, Partridge, Horak

2. Approval of August 20, 2019 Board of Commissioners Regular Workshop Minutes

RESULT: ACCEPTED [UNANIMOUS]
MOVER: Deborah Toth, Commissioner, District 1
SECONDER: Tyler Payne, Commissioner, District 2
AYES: Lunn, Toth, Payne, Partridge, Horak

G. CONSENT AGENDA

1. Approve Contract with Calvin, Giordano, and Associates for Land Planning and Zoning Consultant

RESULT: APPROVED [UNANIMOUS]
MOVER: Deborah Toth, Commissioner, District 1
SECONDER: Heidi Horak, Commissioner, District 4
AYES: Lunn, Toth, Payne, Partridge, Horak

2. Approve Work Authorizations for Projects 1 and 2 with Calvin, Giordano, and Associates

RESULT: APPROVED [UNANIMOUS]
MOVER: Deborah Toth, Commissioner, District 1
SECONDER: Heidi Horak, Commissioner, District 4
AYES: Lunn, Toth, Payne, Partridge, Horak

3. Approve Renewal of Annual Police Communications Services Contract with the Pinellas County Sheriff's Office

RESULT: APPROVED [UNANIMOUS]
MOVER: Deborah Toth, Commissioner, District 1
SECONDER: Heidi Horak, Commissioner, District 4
AYES: Lunn, Toth, Payne, Partridge, Horak

4. Approve Renewal of Workman's Comp & Liability Insurance for FY 2020

RESULT: APPROVED [UNANIMOUS]
MOVER: Deborah Toth, Commissioner, District 1
SECONDER: Heidi Horak, Commissioner, District 4
AYES: Lunn, Toth, Payne, Partridge, Horak

5. Approve Renewal of Property Insurance for FY 2020
H. ITEMS OF BUSINESS

1. Adopt FY 2020 Millage Rate / Ordinance 2019-10

Assistant City Manager and Finance Director Amy Davis spoke to the City Commission regarding the proposed Millage Rate for FY2020. Ms. Davis affirmed that the maximum Mil Rate was approved in July to calculate the trim notices that were sent to all property owners. She explained that the proposed mil rate of 3.6129 mills is 0.1761 higher than last year. The additional 0.1761 mil increase has two components: .1 mil is to increase the “committed” portion of the millage rate from 0.2 mills to 0.3 mills to fund capital projects for the Treasure Island Causeway and Bridge; 0.0761 mil is to replace the non-ad valorem revenues currently meeting non-debt service expenses that will need to be re-directed to pay the debt service obligations of a new loan associated with the purchase of a City Hall property.

Mayor Lunn opened the Public Hearing at 6:15 PM. Residents Lawrence Disalvo and Ed Ellis both shared their concerns with the City Commission. Mr. Disalvo has been a resident of Treasure Island for 25 years and is totally against increasing the Mil Rate. He spoke of the other increased costs of living such as gas, groceries, cable and electricity, and informed the City Commission that they will be remembered for this tax increase. Mr. Ellis is a Paradise Island resident. He spoke to the Commission about what he sees as excessive spending and questioned why we don’t outsource our public works department.

City Attorney Jennifer Cowan provided a second reading of Ordinance 2019-10.

The Commission participated in a brief discussion and addressed the concerns of the residents that spoke out tonight.

Commissioner Toth moved to adopt Ordinance 2019-10, establishing the Final Millage Rate for FY2020. Commissioner Payne seconded the motion. A Roll Call vote was unanimous in favor of the motion. The motion carries.

Mayor Lunn announced that the millage rate for the City of Treasure Island is established at 3.6129 mills for the fiscal year beginning October 1, 2019 and ending September 30, 2020, which is 11.82% higher than the rolled-back rate of 3.2309 mills to fund General Fund expenses.

RESULT: ADOPTED AS AMENDED [UNANIMOUS]
MOVER: Deborah Toth, Commissioner, District 1
SECONDER: Heidi Horak, Commissioner, District 4
AYES: Lunn, Toth, Payne, Partridge, Horak

2. Adopt FY 2020 Budget / Ordinance 2019-11

City Attorney Jennifer Cowan provided a second reading of Ordinance 2019-11. Assistant City Manager and Finance Director Amy Davis told of the budget process and provided details regarding FY 2020 changes in personnel, City fees and the new City facilities.

Mayor Lunn opened the Public Hearing at 6:40 p.m. He opened the floor for any and all comments for or against the proposed budget. There were no comments. The Public Hearing closed at 6:41 p.m.

RESULT: ADOPTED [UNANIMOUS]
MOVER: Deborah Toth, Commissioner, District 1
SECONDER: Tyler Payne, Commissioner, District 2
AYES: Lunn, Toth, Payne, Partridge, Horak
Commissioner Toth moved to approve Ordinance 2019-11, adopting the FY 2020 budget. Commissioner Payne seconded the motion. A Roll Call vote was unanimous in favor of the motion. The motion carries.

Mayor Lunn announced that “The Ordinance is adopted establishing a budget for Fiscal Year 2020 for the City of Treasure Island beginning October 1, 2019 and ending September 30, 2020, with a final millage rate of 3.6129 mills, which is 11.82% above the rolled-back rate of 3.2309.”

RESULT: ADOPTED [UNANIMOUS]
MOVER: Deborah Toth, Commissioner, District 1
SECONDER: Tyler Payne, Commissioner, District 2
AYES: Lunn, Toth, Payne, Partridge, Horak

3. Adopt Resolution 19-07 Wastewater Rate Adjustment

Assistant City Manager and Finance Director Amy Davis explained the proposed adjustments to the Sewer Rate Schedule. The City's Sewer Rate consists of two components, the base rate and the volumetric rate. The base rate is a fixed charge regardless of the consumption level and the volumetric rate is based on the consumption level. Additionally, the volumetric component includes the Purchase Sewer Adjustment (PSA) that represents the pass-through costs charged by the City of St. Petersburg for the treatment of the City's sewer. The required public notice for proposed utility rate changes was published on the August 6th utility billing notice.

The proposed FY 2020 Budget includes a $2.00 per thousand gallons Purchase Sewer Adjustment (PSA) to the volumetric rate effective as of the December 2019 billing cycle. The PSA is being proposed to increase from .97 cents to $2.00 to pass-through the increase in treatment costs charged by the City of St. Petersburg supporting significant capital improvements to their wastewater system.

There is no base fee increase being proposed that support the City's sewer collection system and city staff that maintain this system. The current base fee level will support the capital investment in the City's wastewater system and maintain an appropriate fund balance in the next fiscal year. The capital investments consist of continued lift station rehabilitation, manhole and sewer main relining, lift station vault door rehabilitation and equipment replacements as reflected in the proposed budget.

The base fee is currently and will remain $28.70/bi-monthly and the proposed volumetric fee for 0-3,000 gallons of consumption is $10.22 per 1,000 gallons and $12.02 per 1,000 gallons in excess of 3,000 of consumption as reflected in the attached Wastewater Fee Schedule.

RESULT: ADOPTED [UNANIMOUS]
MOVER: Deborah Toth, Commissioner, District 1
SECONDER: Tyler Payne, Commissioner, District 2
AYES: Lunn, Toth, Payne, Partridge, Horak

4. Adopt Resolution 19-08 Solid Waste Fee Adjustment

Amy Davis informed the City Commission that the Solid Waste Fees include both solid waste and recycling fees; together these two components make up the solid waste fees. The required public notice for proposed utility rate changes was published on the August 6th utility billing notice.

There is no proposed fee increase in the base refuse fee, however, there is a proposed increase in the recycling fee. The reason for the increase is to cover the contractual increase in the recycling cost being charged by the contractor/vendor providing the services and to fund the purchase of recycling cans for
single family residents. Currently, the single family recycling cans are owned by the vendor. By the City purchasing recycling cans, it will allow for a smoother transition as vendors may change in the future and allows the City to manage and maintain the cans as they wear providing a higher level of service than currently.

The Solid Waste Fee schedule reflects the proposed recycling fee increase of 4% and no proposed fee changes in the base solid waste fees. A single family residents solid waste fee will remain $15.20/month and the recycling fee is proposed to increase from $6.79/month to $7.06/month for a total monthly Solid Waste Fee of $22.26/month. The multi-family residents will have no changes in the refuse bulk container fees and the recycling fee is proposed to increase from $4.58/unit per month to $4.76/unit per month. The proposed recycling fee increase will have no impact on commercial properties as they obtain recycling services on their own.

**RESULT:** ADOPTED [4 TO 1]
**MOVER:** Deborah Toth, Commissioner, District 1
**SECONDER:** Tyler Payne, Commissioner, District 2
**AYES:** Lunn, Toth, Payne, Partridge
**NAYS:** Horak

**5. Adopt Resolution 19-09 Stormwater Rate Adjustment**

Assistant City Manager and Finance Director Amy Davis told how the proposed FY 2020 Budget includes a 10% stormwater rate increase for FY 2020 effective as of the December 2019 billing. The proposed rate increase is across all rate classes. The required public notice for proposed utility rate changes was published on the August 6th utility billing notice.

The proposed fee increase along with anticipated Southwest Florida Water Management District (SWFWMD) grant funding will support the increased capital investments in the City’s stormwater system as well as maintain an appropriate fund balance. The capital investments consist of projects that will assess and prioritize improvements city-wide with the stormwater master plan currently underway, drainage improvements on the East Causeway, street-end improvements, and to begin the city-wide curb replacement initiative which will be performed over a 12 to 15 year period.

For a single family house, the current stormwater rate is $12.14/monthly with a 10% increase, the proposed rate is $13.36/monthly, an increase of $1.22/monthly.

**RESULT:** ADOPTED [4 TO 1]
**MOVER:** Deborah Toth, Commissioner, District 1
**SECONDER:** Tyler Payne, Commissioner, District 2
**AYES:** Lunn, Toth, Payne, Partridge
**NAYS:** Horak

**6. Adopt FY 2020 City Wide Fee Schedule**

Ms. Davis explained that last year was the first year that the Commission adopted a City-Wide Fee Schedule for increased transparency and ease of use. The Fee Schedule is a list of fees as approved by the City Commission to charge for City Services and may be amended from time to time.

The first review of the proposed City-Wide Fee Schedule took place at the July 17th Budget Workshop. However, the building permit fees have been reduced and the commission requested an increase for the Beach Pavilion facility rental fee. The amendments incorporated in the fee schedule are a result of the collaborative effort among city staff and the City Commission. A few years ago, the collective initiative
was to examine all existing City fees and ensure they were aligned with the current marketable rates and that those set by State Statute were in compliance in a combined city-wide fee schedule.

RESULT: ADOPTED [UNANIMOUS]
MOVER: Deborah Toth, Commissioner, District 1
SECONDER: Tyler Payne, Commissioner, District 2
AYES: Lunn, Toth, Payne, Partridge, Horak

I. ADJOURNMENT

The meeting adjourned at 6:52 PM.
The meeting was called to order at 7:03 PM by Mayor Larry Lunn

I. CITY MANAGER AND CITY ATTORNEY REPORT

The City Attorney had no report.

The City Manager reported that we are progressing nicely. We are on track to have the purchase of the Allied Building finalized by the end of the year. Public Works and Finance are currently working on the due diligence aspect of our purchase.

II. DISCUSSION

1. Ordinance 2019-12 To commit .30 mills of the total Millage Rate to Treasure Island's Causeway

   Assistant City Manager and Finance Director Amy Davis informed the City Commission that ORD2019-12 is a companion piece to the budget. The purpose of this Ordinance is to commit funds for the exclusive use of the causeway and the bridge. Last year the Commission approved an increase of .10 mills for a total of .20 mills to be a “Committed” component of the General Fund fund balance. These steps, while significant, are not sufficient to fund the required maintenance or address any future funding eventually needed to replace the bascule bridge. The adoption of this ordinance will increase the “committed” component for the Treasure Island Causeway and bridges of the General Fund fund balance from .20 mill to .30 mill.

   Commission consensus was to move this item forward to the regular agenda of the next regularly scheduled Commission meeting.

   RESULT: MOVED TO FUTURE MEETING

2. Ordinance 2019-13 To commit $500,000 of the General Fund to Treasure Island’s Beach

   Ms. Davis explained that Ordinance 2019-13 is also a companion piece to the adopted budget. Funds are assigned for the beach, however they are not committed. Resolution No. 03-71 was approved by the City Commission on September 10, 2003 to set aside a minimum of $500,000 to ensure that sufficient funds are available for emergency beach re-nourishment efforts. At the July 17, 2019 Budget Workshop changing the designation of portion of the fund balance from “assigned” to “committed” as well as increasing the balance over time was discussed. The proposed ordinance will establish a “committed” component for the Treasure Island beaches of the General Fund fund balance of at least $500,000. In future years, as available, the committed amount could grow, but this ordinance would require that a minimum balance of $500,000 remain committed annually for the City’s beach.

   The City Commission participated in a discussion regarding the difference between assigned and committed funds. The City Attorney clarified that the funds in the beach account do not accumulate like the bridge funds.

   Commission consensus was to move this item forward to the Regular Agenda of the next regularly scheduled Commission meeting.
III. OLD BUSINESS

None

IV. CITY COMMISSION REPORTS

Commissioner Partridge reminded folks there is an event on October 17th at the Treasure Island Club. Ms. Partridge also noted that she has received requests from Paradise Island residents for the City to host more events.

V. PUBLIC COMMENT

None

VI. ADJOURN

The meeting adjourned at 7:35 PM.
The meeting was called to order at 6:00 PM by Mayor Larry Lunn.

A. PLEDGE OF ALLEGIANCE

Mayor Lunn led those in attendance in the Pledge of Allegiance.

B. ROLL CALL

<table>
<thead>
<tr>
<th>Attendee Name</th>
<th>Title</th>
<th>Status</th>
<th>Arrived</th>
</tr>
</thead>
<tbody>
<tr>
<td>Larry Lunn</td>
<td>Mayor</td>
<td>Present</td>
<td></td>
</tr>
<tr>
<td>Deborah Toth</td>
<td>Commissioner, District 1</td>
<td>Present</td>
<td></td>
</tr>
<tr>
<td>Tyler Payne</td>
<td>Commissioner, District 2</td>
<td>Present</td>
<td></td>
</tr>
<tr>
<td>Saleene Partridge</td>
<td>Commissioner, District 3</td>
<td>Absent</td>
<td></td>
</tr>
<tr>
<td>Heidi Horak</td>
<td>Commissioner, District 4</td>
<td>Absent</td>
<td></td>
</tr>
</tbody>
</table>

C. APPROVAL OF REGULAR AND WORKSHOP AGENDAS

Approved

D. PROCLAMATIONS, RECOGNITIONS, CERTIFICATES OF APPRECIATION

1. Employee Recognition - Matt Wells

Mayor Lunn presented Public Works employee Matt Wells with a Certificate of Achievement for 15 years of dedicated service to the City of Treasure Island. Matt’s family was present. The Mayor thanked his family for their support.

RESULT: NO ACTION NECESSARY

2. Employee Recognition - Alan Ahern

Allen Ahern was named the 2019 Pinellas County Firefighter of the Year. A video presentation was shown acknowledging Mr. Ahern’s work. Allen has worked in Treasure Island for the last twelve years. He stated, “Everybody is responsible to take action when they see somebody in need. Do one thing for one person, it will make a difference for them and for you.” Mayor Lunn acknowledged and thanked Allen for his hard work, dedication and contribution to our community.

RESULT: NO ACTION NECESSARY

3. Proclamation - Domestic Violence Awareness Month

Mayor Lunn pronounced October to be Domestic Violence Awareness Month in Treasure Island. On behalf of the entire City Commission, the Mayor read a proclamation and then presented it to the Director of Program Services at RCS Pinellas Pat Sanderson. She reminded folks that if they see something to say something. Domestic violence affects all people across all walks of life and it is the goal of The Haven in Clearwater to end Domestic Violence during our lifetime.
E. PUBLIC COMMENTS FOR NON-AGENDA ITEMS

Dominique Reiter announced a fundraiser for the 1953 Pontiac Chieftain at the Sea Dog on Saturday, October 12th, 2019. The event will be open from 11 AM until 5 PM. There will be a 50/50 Raffle and folks who make a donation of $20.00 will receive a free beer and a free appetizer.

Carol Coward informed the City Commission and those in attendance that the Treasure Island Historical Society will be having a special meeting at the Community Center on October 7th, 2019 from 7:00 PM - 8:30 PM. The TIHS has been working on a presentation on the history of the bridge. There is a historical monument, which is part of the original bascule bridge, in the park. TIHS has been working with the Recreation Department to put up historical stations, so people will know the history of the bridge. This meeting is free and open to the public. Light refreshments will be provided and everyone is invited.

F. APPROVAL OF MINUTES

1. Approval of September 3, 2019 Board of Commissioners Regular Meeting Minutes

RESULT: ACCEPTED [UNANIMOUS]
MOVER: Deborah Toth, Commissioner, District 1
SECONDER: Tyler Payne, Commissioner, District 2
AYES: Lunn, Toth, Payne
ABSENT: Partridge, Horak

2. Approval of September 3, 2019 Board of Commissioners Regular Workshop Minutes

RESULT: ACCEPTED [UNANIMOUS]
MOVER: Deborah Toth, Commissioner, District 1
SECONDER: Tyler Payne, Commissioner, District 2
AYES: Lunn, Toth, Payne
ABSENT: Partridge, Horak

G. CONSENT AGENDA

None

H. ITEMS OF BUSINESS

1. Ordinance 2019-12 1st Public Hearing to commit .30 mills of the total millage rate levied by the City to support the Treasure Island Causeway Operation, Maintenance and/or Bridge Replacement

City Attorney Jennifer Cowan provided a First Reading of Ordinance2019-12. City Manager Brumback explained that this ordinance will classify .30 mills of the Treasure Island millage rate property tax revenue as a committed portion of the General Fund fund balance beginning in FY2020 for the purpose of supporting the Treasure Island Causeway Operation, Maintenance and/or Bridge Replacement.
RESULT: **APPROVED [UNANIMOUS]**
MOVER: Deborah Toth, Commissioner, District 1
SECONDER: Tyler Payne, Commissioner, District 2
AYES: Lunn, Toth, Payne
ABSENT: Partridge, Horak

2. Ordinance 2019-13, 1st Public Hearing to commit a minimum of $500,000 of the General Fund fund balance to protect, improve and/or maintain Treasure Island's Beach

City Attorney Jennifer Cowan provided a First Reading of Ordinance 2019-13. City Manager Brumback explained that the proposed ordinance will establish that a minimum balance of $500,000 remain committed annually for the City's beach. Discussion took place regarding the difference between assigned funds and committed funds.

RESULT: **DEFEATED [1 TO 2]**
MOVER: Deborah Toth, Commissioner, District 1
SECONDER: Tyler Payne, Commissioner, District 2
AYES: Lunn
NAYS: Toth, Payne
ABSENT: Partridge, Horak

3. Appoint Code Compliance Board Member

The City Commission appointed Jim Lorenz to the Code Compliance Board. Mr. Lorenz has served our City by volunteering to sit on several boards throughout the years. He will be an asset to the Code Compliance Board.

RESULT: **APPROVED [UNANIMOUS]**
MOVER: Deborah Toth, Commissioner, District 1
SECONDER: Tyler Payne, Commissioner, District 2
AYES: Lunn, Toth, Payne
ABSENT: Partridge, Horak

4. Accept Donation from the Isle of Capri Civic Association in the Amount of $21,995

Assistant Recreation Director Justin Tramble noted that the City Commission approved the development of a dog park behind the leftfield ball field fence at Rosselli Park on Isle of Capri. Funds have been raised for the park through the sale of pavers and benches by the Isle of Capri Civic Association. Mr. Tramble requested authorization from the Commission to accept $21,995 from ICCA for the construction of the John Morroni Memorial Dog Park.

Resident Glen McKiel shared his disapproval of the dog park, stating that it is ill conceived. He informed the Commission that ICCA was wrong to collect funds for the park because they failed to register with the State. He requested the City not accept the donation and advised that all donations collected between September of 2018 and May of 2019 be returned to the donors.

Mike Braddy, president of the Isle of Capri Civic Association affirmed that ICCA registered with the State for the first time in 1960 and has done so annually since then. He also pointed out that the money that has been raised was not merely donated; individuals purchased pavers and benches. Mr. Braddy thanked everybody involved for their hard work and the City Commission for their support.
Mayor Lunn asked City Attorney Jennifer Cowan for advice regarding accepting the funds. She affirmed that there have been complaints filed regarding the matter with the Department of Agriculture, however there is no indication that there will be proceedings on this matter.

RESULT: APPROVED [UNANIMOUS]
MOVER: Deborah Toth, Commissioner, District 1
SECONDER: Tyler Payne, Commissioner, District 2
AYES: Lunn, Toth, Payne
ABSENT: Partridge, Horak

I. ADJOURNMENT
The meeting adjourned at 6:38 p.m.
The meeting was called to order at 6:44 PM by Mayor Larry Lunn

I. CITY MANAGER AND CITY ATTORNEY REPORT

The City Attorney had no report.

The City Manager recognized Police Chief Boudreau who has served our community for 17 years and has done so extraordinarily. Chief Boudreau will be leaving us in February 2020. Manager Brumback noted that it is a rare occasion when you get to recognize someone going out at the top of their game.

Chief Boudreau told how this was not an easy decision to make. There have been life changes that require the Chief to return to New England. He spoke briefly about his future endeavors and reuniting his family. The Police Chief stated that he has enjoyed every moment of everyday working here and while he looks forward to going home he will miss everybody here terribly. He expressed his thankfulness for the opportunity to serve the community of Treasure Island.

II. DISCUSSION

1. Purchase Replacement Police Vehicle (#799) and Emergency Equipment

Lt. Nestor informed the City Commission that funding for the replacement purchase of one Treasure Island Police patrol vehicle was included in the FY2020 budget to maintain the replacement schedule of 5 years for patrol vehicles. The new vehicle will replace a 2015 Ford Interceptor SUV (#799) that will be traded in to Prestige Ford as part of the purchasing process. The total cost to purchase the 2020 Ford Police Interceptor AWD SUV with all of the necessary emergency and ancillary equipment is $42,924.65.

Commission consensus was to move this item forward to the Consent Agenda of the next regularly scheduled Commission meeting.

RESULT: MOVED TO FUTURE MEETING  
Next: 10/15/2019 6:00 PM

2. Authorize the City Manager for the Execution of Purchase Authority to Tampa Crane & Body, Inc. for Garbage Truck Repairs in the total amount of $30,000 for FY 2020

Public Works Director Mike Helfrich asked the Commission to authorize the City Manager to spend up to $30,000 on miscellaneous purchase orders during FY 2020. This authorization will allow for Public Works to purchase Heil repair and replacement services for maintenance of the garbage trucks.

Commission consensus was to move this item forward to the Consent Agenda of the next regularly scheduled Commission meeting.

RESULT: MOVED TO FUTURE MEETING  
Next: 10/15/2019 6:00 PM

3. Authorization to purchase as needed electrical services from USA Voltage, LLC for various projects not to exceed $50,000 for FY 2020
Public Works Director Mike Helfrich explained to the City Commission that throughout the year, Public Works and other departments will require electrical services for the repair or installation of electrical equipment. Authorization to purchase as-needed electrical services form USA Voltage, LLC up to $50,000 during FY2020 was requested.

Commission consensus was to move this item forward to the Consent Agenda of the next regularly scheduled Commission meeting.

RESULT: MOVED TO FUTURE MEETING

Next: 10/15/2019 6:00 PM

III. OLD BUSINESS

None

IV. CITY COMMISSION REPORTS

Commissioner Toth announced that the library lending machine is doing very well. New books have been placed, as the New York bestseller list changes so do the books. Art Class at the Library is full for October, but there are spaces available for November 12. There will also be an art class in December. Story time for kids takes place on Friday's at 10:30 AM. There will be a special spooky story time on October 29 at 3:30 pm.

V. PUBLIC COMMENT

None

VI. ADJOURN

The meeting adjourned at 6:58 PM.
DATE: September 20, 2019

TO: Garry Brumback, City Manager

FROM: Michael Helfrich, Public Works Director

SUBJECT: Authorization to purchase as needed electrical services from USA Voltage, LLC for various projects not to exceed $50,000 for FY 2020

BACKGROUND

In June 2018, USA Voltage was awarded a 3-year contract for miscellaneous electrical services that continues until July 1, 2021. Throughout the year, Public Works and other departments will require electrical services for the repair or installation of electrical equipment.

POLICY / PURPOSE

To authorize the purchase of electrical services in excess of the City Manager’s authority and up to $50,000.

STRATEGIC PLAN RELEVANCE

Goal 3 of the City’s Strategic Plan is to: Proactively maintain and improve infrastructure that meets the future needs of the City.

ANALYSIS / DISCUSSION

Due to the City’s purchasing requirements for the authorization will allow for any department, including Public Works, to purchase electrical services for maintenance and small projects.

FUNDING

Funding for these purchase orders will be from various departmental accounts.

RECOMMENDATIONS

Authorization to purchase as-needed electrical services from USA Voltage, LLC. under the current continuing electrical services contract of up to $50,000.
ATTACHMENTS

None

MOTION

I move to approve and authorize the purchase of electrical services under a continuing electrical services contract with USA Voltage, LLC. For various projects not to exceed $50,000 for FY 2020.
DATE: September 20, 2019

TO: Garry Brumback, City Manager

FROM: Michael Helfrich, Public Works Director

SUBJECT: Authorize the City Manager for the Execution of Purchase Authority to Tampa Crane & Body, Inc. for Garbage Truck Repairs in the total amount of $30,000.00 for Fiscal Year 2020.

BACKGROUND

Tampa Crane & Body, Inc. is the Heil Garbage Truck repair facility nearest to the City. All of our garbage trucks have Heil made garbage trailers attached to Mack chassis. This vendor does not have a continuous service contract and is sole sourced due to their ability to perform repairs and supply Heil replacement components near the City.

POLICY / PURPOSE

To request authorization from the City Commission to authorize the City Manager to spend up to $30,000 on miscellaneous Purchase orders.

STRATEGIC PLAN RELEVANCE

Goal 3 of the City’s Strategic Plan is to: Proactively maintain and improve infrastructure that meets the future needs of the City.

ANALYSIS / DISCUSSION

The Public Works Department is requesting authorization for the City Manager to authorize Purchase Orders totaling up to $30,000. This authorization will allow for Public Works, to purchase Heil repair and replacement services for maintenance of the garbage trucks.

FUNDING

Funding for these purchase orders will be from various departmental accounts.

RECOMMENDATIONS
It is recommended that the City Commission authorize the City Manager to approve Purchase Orders up to $30,000 for Heil repair and replacement services for maintenance of the garbage trucks with Tampa Crane & Body, Inc.

ATTACHMENTS

None

MOTION

I move to approve and authorize the City Manager to execute Purchase Orders up to $30,000 for Heil repair and replacement services for maintenance of the garbage trucks with Tampa Crane & Body, Inc.
BACKGROUND

The adopted FY 2020 Budget includes funding for the replacement purchase of one Treasure Island Police patrol vehicle to maintain the replacement schedule of 5 years for patrol vehicles. The new vehicle will replace a 2015 Ford Interceptor SUV (#799) that will be traded in to Prestige Ford as part of the purchasing process.

POLICY / PURPOSE

The City of Treasure Island is committed to providing all staff with safe and reliable vehicles and equipment. To achieve this goal, the City Commission approved a five-year Capital Improvement Plan (CIP) during the FY 2020 Budget process.

ANALYSIS / DISCUSSION

Prestige Ford in Mount Dora, Florida, was selected as the authorized dealer to purchase a 2020 Ford Interceptor all-wheel drive SUV through the Florida Sheriff’s Association Cooperative Vehicle Purchasing program. Prestige Ford submitted a proposal in the amount of $35,204.00, minus $5,500.00 for the trade in of vehicle #799, for a final amount of $29,704.00.

Staff received quotes from QuestingHound Technology, Inc. (GSA pricing), and Public Safety Supply, Incorporation, (Miami Dade Contracts 5038-1/23-1 and RTQ-00563), for the remaining emergency and ancillary equipment for a total of $13,220.65. Sometimes the equipment installation can have unanticipated additional costs, therefore, we are requesting authorization not to exceed $15,696.00 (up to the remaining amount of the budgeted amount).

The total cost to purchase the 2020 Ford Police Interceptor AWD SUV with all of the necessary emergency and ancillary equipment is $42,924.65.

FUNDING
The approved FY 2020 Budget includes $45,400.00 in the Penny for Pinellas Fund, account 123-5300-64900 for the replacement of the police patrol vehicle no. #799.

RECOMMENDATIONS

Staff recommends the purchase authorization for $29,704.00 for a 2020 Ford Interceptor AWD SUV from Prestige Ford and up to $15,696.00 to QuestingHound Technology, Inc. and Public Safety Supply, Incorporated for emergency and ancillary equipment for the vehicle for a grand total of $45,400.00.

MOTION

I move to approve and authorize the purchase of $29,704.00 for a 2020 Ford Interceptor AWD SUV from Prestige Ford and up to $15,696.00 to QuestingHound Technology, Inc. and Public Safety Supply, Incorporated for emergency and ancillary equipment for the vehicle for a grand total of $45,400.00.

ATTACHMENTS

- Price quote from Prestige Ford
- Price quote from Public Safety Supply, Inc.
- Price quote from QuestingHound, Inc.
# PROPOSAL

<table>
<thead>
<tr>
<th>NAME</th>
<th>CITY OF TREASURE ISLAND</th>
</tr>
</thead>
<tbody>
<tr>
<td>EMAIL</td>
<td></td>
</tr>
<tr>
<td>ATTN</td>
<td></td>
</tr>
<tr>
<td>DATE</td>
<td>7-30-19</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>DESCRIPTION</th>
<th>PRICE</th>
</tr>
</thead>
<tbody>
<tr>
<td>2020 FORD POLICE INTERCEPTOR UTILITY PER FSA SPEC 5</td>
<td>34,990.00</td>
</tr>
<tr>
<td>3.3 LITER ENGINE 10 SPEED AUTO TRANS, POWER EQUIPMENT</td>
<td></td>
</tr>
<tr>
<td>AM FM, POWER DRIVERS SEAT, CRUISE CONTROL, TELE MATICS SYM</td>
<td></td>
</tr>
<tr>
<td>99B DELETE HYBRID</td>
<td>-2500.00</td>
</tr>
<tr>
<td>17T CARGO LAMP</td>
<td>49.00</td>
</tr>
<tr>
<td>87R BACK UP CAMERA IN MIRROR</td>
<td>N/C</td>
</tr>
<tr>
<td>55F KEYLESS ENTRY</td>
<td>INC</td>
</tr>
<tr>
<td>ESP 5/100 FORD PROTECTS EXTRA CARE 0 DED</td>
<td>2560.00</td>
</tr>
<tr>
<td>55F KEYLESS ENTRY WITH 4 KEYS</td>
<td>INC</td>
</tr>
<tr>
<td>DLR TREMCO</td>
<td>195.00</td>
</tr>
</tbody>
</table>

| EXT BLACK |       |

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>SUB TOTAL</td>
<td>35,204.00</td>
</tr>
<tr>
<td>LESS TRADE</td>
<td>5,500.00</td>
</tr>
<tr>
<td>TOTAL</td>
<td>29,704.00</td>
</tr>
</tbody>
</table>

| PER FSA 18-VEL-26.0 | DELIVERY 90-120 DAYS |

PURCHASER ACKNOWLEDGES:
PRESTIGE FORD IS UNABLE TO GUARANTEE DELIVERY DATES DUE TO MANY FACTORS, NOT LIMITED TO BUT INCLUDING: FORD MOTOR COMPANY PRODUCTION SCHEDULES, WEATHER, AVAILABILITY OF RAIL CARS, ETC.

ALL PAYMENTS ARE DUE ON A NET 30 DAY BASIS UPON RECEIPT OF EACH VEHICLE AS INVOICED REGARDLESS OF THE NUMBER OF VEHICLES ON THE PURCHASE ORDER.

We thank you for the opportunity to make this proposal and will appreciate your acceptance. Acceptance of this proposal will not be binding upon us until this proposal is approved here on in writing by an official of Prestige Ford, Inc. Return of one copy of this proposal and your purchase order number constitutes your official acceptance.

Respectfully submitted,
ERIC JORE
FLEET MANAGER
PRESTIGE FORD

Please return this form via Fax: (352) 357-2939 or email
- E.Jore@aol.com

ACCEPTED: ____________________
<table>
<thead>
<tr>
<th>Description</th>
<th>Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>2020 FORD POLICE INTERCEPTOR UTILITY PER FSA SPEC 5</td>
<td>$34,990.00</td>
</tr>
<tr>
<td>3.3 LITER ENGINE 10 SPEED AUTO TRANS, POWER EQUIPMENT</td>
<td></td>
</tr>
<tr>
<td>AM FM, POWER DRIVERS SEAT, CRUISE CONTROL, TELE MATICS SYM</td>
<td></td>
</tr>
<tr>
<td>99B DELETE HYBRID</td>
<td>-$2,500.00</td>
</tr>
<tr>
<td>17T CARGO LAMP</td>
<td>$49.00</td>
</tr>
<tr>
<td>87R BACK UP CAMERA IN MIRROR</td>
<td>N/C</td>
</tr>
<tr>
<td>55F KEYLESS ENTRY</td>
<td>INC</td>
</tr>
<tr>
<td>ESP 5/100 FORD PROTECTS EXTRA CARE 0 DED</td>
<td>$2,560.00</td>
</tr>
<tr>
<td>55F KEYLESS ENTRY WITH 4 KEYS</td>
<td>INC</td>
</tr>
<tr>
<td>DLR TREMCO</td>
<td>$195.00</td>
</tr>
</tbody>
</table>

EXT BLACK

TOTAL $35,204.00

PER FSA 18-VEL-26.0
DELIVERY 90-120 DAYS

PURCHASER ACKNOWLEDGES:
PRESTIGE FORD IS UNABLE TO GUARANTEE DELIVERY DATES DUE TO MANY FACTORS, NOT LIMITED TO BUT INCLUDING: FORD MOTOR COMPANY PRODUCTION SCHEDULES, WEATHER, AVAILABILITY OF RAIL CARS, ETC.

ALL PAYMENTS ARE DUE ON A NET 30 DAY BASIS UPON RECEIPT OF EACH VEHICLE AS INVOICED REGARDLESS OF THE NUMBER OF VEHICLES ON THE PURCHASE ORDER.

We thank you for the opportunity to make this proposal and will appreciate your acceptance. Acceptance of this proposal will not be binding upon us until this proposal is approved here on in writing by an official of Prestige Ford, Inc. Return of one copy of this proposal and your purchase order number constitutes your official acceptance.

Respectfully submitted,

ERIC JORE
FLEET MANAGER
PRESTIGE FORD

Please return this form via Fax: (352) 357-2939 or email
- EJore@aol.com

ACCEPTED: ___________________
<table>
<thead>
<tr>
<th>Quantity</th>
<th>Item</th>
<th>Description</th>
<th>Unit Price</th>
<th>Extention</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>ALGT45-36S8954</td>
<td>ALLEGIAN 45&quot; LIGHT BAR. BLUE/WHT FRONT, BLUE AMBER REAR. FLOOD FEATURE, WITH INTERFACE MODULE</td>
<td>$1,267.50</td>
<td>$1,267.50</td>
</tr>
<tr>
<td>1</td>
<td>HKB-FPIU18-44</td>
<td>(Federal Signal) Ford Utility Hook Mount Bracket</td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>1</td>
<td>PBX-05</td>
<td>FEDERAL SIGNAL PUSH BUMPER FORD UTILITY 2016-19 LIGHT CHANNEL SOLD SEPARATELY</td>
<td>$353.80</td>
<td>$353.80</td>
</tr>
<tr>
<td>1</td>
<td>PBX-TC2L-3</td>
<td>TOP CHANNEL FOR MOUNTING 2 MPS600U LIGHTS</td>
<td>$15.66</td>
<td>$15.66</td>
</tr>
<tr>
<td>2</td>
<td>MPS620U-BW</td>
<td>MICROPULSE ULTRA DUAL COLOR BLUE/WHT (top channel push bumper), flood capable</td>
<td>$84.00</td>
<td>$168.00</td>
</tr>
<tr>
<td>2</td>
<td>MPS1220U-BW</td>
<td>Micropulse Ultra, 24-LED, blue/White Mounted on side of push bumper</td>
<td>$112.00</td>
<td>$224.00</td>
</tr>
<tr>
<td>1</td>
<td>PF200</td>
<td>FEDERAL SIGNAL PATHFINDER SIREN</td>
<td>$571.48</td>
<td>$571.48</td>
</tr>
<tr>
<td>2</td>
<td>MPS6WG-BW</td>
<td>Federal Signal MicroPulse Wide Angle 6 LED lighthouse - Blue/White (UNDER OUTSIDE MIRRORS)</td>
<td>$99.50</td>
<td>$199.00</td>
</tr>
<tr>
<td>2</td>
<td>MPS620U-BW</td>
<td>MICROPULSE ULTRA DUAL COLOR BLUE/WHT (REAR HATCH, FACING REAR WHEN HATCH IS OPEN)</td>
<td>$74.40</td>
<td>$148.80</td>
</tr>
<tr>
<td>1</td>
<td>E5100C</td>
<td>(Federal Signal) E5100C SPEAKER 100 WATT</td>
<td>$139.00</td>
<td>$139.00</td>
</tr>
<tr>
<td>1</td>
<td>ESB-U</td>
<td>E5100 UNIVERSAL BRACKET</td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>1</td>
<td>GM-SGL-MNT</td>
<td>(Troy Products) Single gun mount with adjustability and no access to gun lock wires. Includes one butt plate, one gun lock bracket.</td>
<td>$166.00</td>
<td>$166.00</td>
</tr>
<tr>
<td>1</td>
<td>SC929-5#H</td>
<td>SANTA CRUZ OVERHEAD GUNMOUNT WITH HANDCUFF STYLE LOCK AND ELECTRONIC RELEASE</td>
<td>$221.24</td>
<td>$221.24</td>
</tr>
<tr>
<td>1</td>
<td>T170-0251</td>
<td>GAMBER JOHNSON CF-54 TOUCHBOOK DOCKING STATION</td>
<td>$964.60</td>
<td>$964.60</td>
</tr>
<tr>
<td>1</td>
<td>T160-0220</td>
<td>Mongoose 9' locking slide arm with 360 degree clevis</td>
<td>$210.63</td>
<td>$210.63</td>
</tr>
</tbody>
</table>
Quoted to:
Treasure Island Police Dept.
180 - 108th Ave.
Treasure Island, FL 33706

<table>
<thead>
<tr>
<th>Account Rep</th>
<th>Expires</th>
<th>Terms</th>
<th>P.O. No.</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>9/23/2018</td>
<td>Net 30</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Quantity</th>
<th>Item</th>
<th>Description</th>
<th>Unit Price</th>
<th>Extention</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>7160-0322</td>
<td>FACEPLATE, MOTOROLA XTL, 5000 AND 2500 FULL R</td>
<td>0.00</td>
<td>0.00</td>
</tr>
<tr>
<td>1</td>
<td>7140-0343</td>
<td>KENWOOD FACEPLATE</td>
<td>0.00</td>
<td>0.00</td>
</tr>
<tr>
<td>1</td>
<td>15082</td>
<td>(GAMBER JOHNSON) PANEL FOR CONSOLE 3 CIGARETTE PLUGS</td>
<td>0.00</td>
<td>0.00</td>
</tr>
<tr>
<td>1</td>
<td>FP-GALLST240</td>
<td>TROY FACEPLATE FOR FEDERAL SIGNAL PATHFINDER SIREN</td>
<td></td>
<td>0.00</td>
</tr>
<tr>
<td>3</td>
<td>7160-0063</td>
<td>3-OUTLET CIGARETTE PLUG</td>
<td>18.22667</td>
<td>54.68</td>
</tr>
<tr>
<td>1</td>
<td>7160-0166-09</td>
<td>GAMBER JOHNSON CONSOLE WITH DUAL CUP HOLDERS AND PRINTER ARMREST</td>
<td>702.00</td>
<td>702.00</td>
</tr>
<tr>
<td></td>
<td>TP-E-SL10-US-SS</td>
<td>(Troy Products) Recessed back panel, sliding window, diamond pattern mesh bracket, large window</td>
<td>631.50</td>
<td>631.50</td>
</tr>
<tr>
<td>1</td>
<td>AC-20-UVJ-Set</td>
<td>(Troy)2020 PI Utility driver/passenger side set of diamond-punched window screens</td>
<td>146.25</td>
<td>146.25</td>
</tr>
<tr>
<td>1</td>
<td>DP-UV20-Set</td>
<td>(Troy) 2020 PI Utility driver and passenger side door panel (SET)</td>
<td>185.25</td>
<td>185.25</td>
</tr>
<tr>
<td>1</td>
<td>TP-20-PDUV-FX</td>
<td>(Troy) 2020 PI Utility rear partition, square-hole window, driver-side fire ext. compartment</td>
<td>295.00</td>
<td>295.00</td>
</tr>
<tr>
<td>2</td>
<td>416900-RW</td>
<td>(Federal Signal) Dual Corner LED Light Head with in-line Flasher, Red/White (INSIDE REAR HATCH WITH 3 WAY SWITCH, USED AS INTERIOR HATCH LIGHT)</td>
<td>50.00</td>
<td>100.00</td>
</tr>
<tr>
<td>2</td>
<td>MPS1200U-BW</td>
<td>(Federal Signal) Micropulse Ultra, 12-LED, Blue/White (2 EACH SIDE IN THE CARGO WINDOW, SIDE BY SIDE)</td>
<td>112.00</td>
<td>224.00</td>
</tr>
</tbody>
</table>
**Quote to:**
Treasure Island Police Dept.
180 - 108th Ave.
Treasure Island, FL 33706

<table>
<thead>
<tr>
<th>Account Rep</th>
<th>Expires</th>
<th>Terms</th>
<th>P.O. No.</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>9/23/2018</td>
<td>Net 30</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Quantity</th>
<th>Item</th>
<th>Description</th>
<th>Unit Price</th>
<th>Extension</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>SL8F-B</td>
<td>(Federal Signal) 8 Head Latitude Blue B-B-B-B-B-B-B-B (REAR WINDOW)</td>
<td>272.00</td>
<td>272.00</td>
</tr>
<tr>
<td>1</td>
<td>SLB-001</td>
<td>LONG L BRACKET FOR LATITUDE</td>
<td>10.10</td>
<td>10.10</td>
</tr>
<tr>
<td>2</td>
<td>416900-BW</td>
<td>(Federal Signal) Dual Corner LED light head with in-line flasher, Blue/White (TAIL LIGHT CORNERS) USE WHITE AS ADDITIONAL BACK UP LIGHT.</td>
<td>60.00</td>
<td>120.00</td>
</tr>
<tr>
<td>2</td>
<td>9001660-BW</td>
<td>AECIS SIDEWINDER BLUE/WHITE/FLOOD</td>
<td>299.00</td>
<td>598.00</td>
</tr>
<tr>
<td>1</td>
<td>INSTALL</td>
<td>Install Fee for products listed above. Includes all wiring, fuses, connectors, miscellaneous brackets</td>
<td>1,845.17</td>
<td>1,845.17</td>
</tr>
<tr>
<td>1</td>
<td>WINDOWTINT</td>
<td>WINDOW TINT</td>
<td>110.00</td>
<td>110.00</td>
</tr>
<tr>
<td>1</td>
<td>LABOR</td>
<td>To remove equipment from 2015 Explorer. We will reuse equipment from vehicle that is in condition approved by agency. The equipment used will be used in place of parts listed above. The pricing is approx, and may change when we see the vehicle.</td>
<td>450.00</td>
<td>450.00</td>
</tr>
<tr>
<td>1</td>
<td>SHIPPING</td>
<td>Shipping Cost</td>
<td>181.00</td>
<td>181.00</td>
</tr>
</tbody>
</table>

**Subtotal** $10,768.81

**Sales Tax (0.0%)** $0.00

**Total** $10,768.81
QuestingHound Technology Partners  
3155 SW 10th Street  
Suite N  
Deerfield Beach, Florida 33442  
United States  
http://www.questinghound.com  
(P) 954.727.2200  
(F) 954.727.2201

Customer  
Treasure Island Police  
Department (TI3411)  
Boudreau, Armand  
180 108th Avenue  
Treasure Island, FL 33706  
United States  
(P) 727-547-4595  
(F) 727-547-4597

Bill To  
Treasure Island Police  
Department  
Payable, Accounts  
180 108th Avenue  
Treasure Island, FL 33706  
United States  
(P) 727-547-4595  
(F) 727-547-4597  
Ttaylor@mytreasureisland.org

Ship To  
Police and Fire  
Nestor, Rich  
180 108th Avenue  
Treasure Island, FL 33706  
United States  
(P) 727-743-6158  
(F) 727-547-4597  nnestor@mytreasureisland.org

Customer PO:  

Terms:  
 Undefined  

Ship Via:  
FedEx Ground  

Special Instructions:  

<table>
<thead>
<tr>
<th>#</th>
<th>Image</th>
<th>Description</th>
<th>Part #</th>
<th>Tax Qty Unit Price</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td></td>
<td>All Orders and invoice numbers must reflect GSA contract number: GSA Schedule 70 FSS GSA Contract Number GS-35F-0143R exp 11/29/2019</td>
<td>GSA Comment</td>
<td>Yes 1 $0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>2</td>
<td></td>
<td>Purchase order should be made out to: Questinghound, c/o GSA, 3155 SW 10th Street Suite N, Deerfield Beach, FL 33442</td>
<td>Comment</td>
<td>Yes 1 $0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>3</td>
<td><img src="https://via.placeholder.com/150" alt="Image" /></td>
<td>Panasonic Toughbook 54 Prime - GSA Not to Exceed $2,114.93 Core i5 7300U / 2.6 GHz - Win 10 Pro 64-bit - 8 GB RAM - 256 GB SSD - 14&quot; 1366 x 768 (HD) - HD Graphics 620 - Wi-Fi, Bluetooth - 4G - with Toughbook Preferred</td>
<td>CF-54G2675VM</td>
<td>Yes 1 $2,019.18</td>
<td>$2,019.18</td>
</tr>
<tr>
<td>4</td>
<td><img src="https://via.placeholder.com/150" alt="Image" /></td>
<td>Panasonic Protection Plus- GSA not to exceed price 444.60 Extended service agreement - parts and labor - 4 years (from original purchase date of the equipment) - for Toughbook 19, 31, 52, 53, 74, C1, C9, H1, H2, S10, T8, U1</td>
<td>CF-SVCLTNF4Y</td>
<td>Yes 1 $432.66</td>
<td>$432.66</td>
</tr>
</tbody>
</table>

Pricing cannot be guaranteed due to impending tariffs on foreign goods.

Subtotal: $2,451.84  
Tax (0.000%): $0.00  
Shipping: $0.00  
Total: $2,451.84
DATE: October 4, 2019

TO: Garry Brumback, City Manager

FROM: Mike Munger, Purchasing Coordinator/Management Analyst

SUBJECT: Engineering Contracts for RFQ 18-19-07

BACKGROUND
The Consultants’ Competitive Negotiation Act (CCNA) dictates the process that must be followed in order to contract services in certain fields. Under this premise, the City issued Request for Qualifications 18-19-07 - Engineering, Mapping, and Landscape Architecture Services on March 8, 2019 and subsequently received 32 Statements of Qualifications (SOQs) for all eight disciplines advertised. After hearing presentations from all ranked firms, staff has completed the ranking process and has begun negotiations as authorized by the Commission on July 16 and August 20.

Staff is expecting up to 20 separate contracts with the vendors in the various disciplines. Disciplines 1, 2, 3, 4, 6, and 7 each have three ranked firms. Discipline 5 (Moveable Bridges) only has two ranked firms—even after an RFQ re-advertisement due to the highly-specialized nature of the work. Additionally, staff has decided not to pursue contracts for Discipline 8 (Mechanical, Electrical, Plumbing) as only one vendor expressed interest with the submission of a proposal. We are still evaluating options for this discipline but do not anticipate any immediate negative outcomes by not pursuing contracts in this discipline at this time.

Due to statutory requirements, these contracts and rates must be negotiated in a manner that will take approximately two months to fully complete. Since staff believes these relationships with our subject matter experts are important for day-to-day operations, as these negotiations are finalized staff will bring final contracts for approval so as to avoid any potential delays.

POLICY / PURPOSE
The purpose of this item is to request acceptance of the negotiated rates and final execution of the draft contracts.

STRATEGIC PLAN RELEVANCE
These changes will support the City’s Goal 3 (Proactively maintain and improve infrastructure that meets the future needs of the City) by ensuring the City has access to numerous pre-
qualified firms who can provide the full spectrum of engineering services given any potential project, situation, or emergency event.

**ANALYSIS / DISCUSSION**
It is recommended the City enter into contracts with the firms below in their respective disciplines. It is advantageous to contract with multiple firms within a discipline to ensure operational flexibility with varying consultant availabilities, and it provides the ability to engage with firms that have unique specializations, technologies, or knowledge.
The contracts for approval with this item include the following:

- 1 - Wastewater/Stormwater
  - Kimley-Horn and Associates

- 2 - Transportation/Roadway/SUE
  - Cardno

- 3 - Landscape Architecture
  - Kimley-Horn and Associates
  - Genesis-Halff
  - Hardeman Kempton

- 4 - Mapping/GIS/Asset Management
  - Jones Edmunds
  - George F. Young

- 5 - Moveable Bridges
  - AECOM

- 6 - Environmental & Geotechnical
  - Michael-Baker
  - Arehna

- 7 - Structural
  - Michael-Baker
  - Infrastructure Consulting and Engineering

These contracts will be in effect for five years with the option of one, two-year extension.

**FUNDING**
No funds are being requested at this time.

**RECOMMENDATIONS**
Staff recommends that the City Commission approve the negotiated contract and rates.

**ATTACHMENT(S)**
1. Kimley-Horn and Associates - Contract - Discipline 1
2. Cardno - Contract - Discipline 2
4. Genesis-Halff - Contract - Discipline 3
5. Hardeman Kempton - Contract - Discipline 3
6. Jones Edmunds - Contract - Discipline 4
7. George F. Young - Contract - Discipline 4
8. AECOM - Contract - Discipline 5
10. Arehna - Contract - Discipline 6
11. Michael-Baker - Contract - Discipline 7
12. Infrastructure Consulting and Engineering - Contract - Discipline 7

**MOTION**
I move to approve the negotiated rates from the ranked firms in RFQ 18-19-07, and authorize the execution of the final contracts as presented.
This Agreement is made and entered into on the_________day of______________, 2019, by and between the City of Treasure Island, Florida (City) and ________Kimley-Horn and Associates, Inc.______ (Consultant) (collectively the “Parties”).

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, the City selected the Consultant in accordance with the competitive selection process described in Section 287.055 of the Florida Statutes, and based on information and representations given by the Consultant in a Statement for Qualifications dated May 6, 2019.

NOW, THEREFORE, in consideration of the premises and the mutual benefits which will accrue to the parties in carrying out the terms of this Agreement, it is mutually understood and agreed as follows:

1.0 AGREEMENT DOCUMENTS

This Agreement (also referred to as “Contract”) consists of this document including any and all attachments, the Request for Qualifications (RFQ) required Documents for RFQ No. 18-19-07, and Consultant’s proposal submitted in response to the RFQ on or before May 6, 2019, as if all components were set forth in this Agreement verbatim. In the event of a conflict between the terms and conditions provided in this document including the attachments and the RFQ or proposal, the provisions in this document will prevail. No amendment will be effective until and unless reduced to writing and executed by the Parties.
2.0 GENERAL SCOPE OF THIS AGREEMENT

The relationship of Consultant to the City will be that of a professional consultant, and Consultant will provide the professional and technical services required under this Agreement in accordance with acceptable engineering practices and ethical standards.

Consultant has the discretion, subject to the requirement that it perform the services required under this Agreement competently and professionally in accordance with the applicable professional standards and otherwise comply with the terms of this Agreement, to select the means and methods of performing such services. In this regard, Consultant is fully responsible for the employment, direction, supervision, compensation and control of any and all persons employed or retained by the Consultant. Neither Consultant nor Consultant's contractors, subcontractors, consultants, sub-consultants, suppliers, experts, or other persons or organizations retained or utilized by Consultant for the services required under this Agreement will be considered by reason of the provisions of this Agreement or otherwise as being an employee or agent of the City. Consultant shall comply with all workers' compensation, employers' liability and other Federal, State, and municipal laws, ordinances, and regulations required of an employer performing services as provided in this agreement contemplated. Furthermore, Consultant is responsible for paying all income and employment taxes, and the City will not be responsible for collecting and paying withholding, FUTA, FICA and any other state or federal taxes.

Consultant shall perform all services in accordance with generally accepted professional standards. Consultant shall perform all services as expeditiously as is consistent with professional skill and care and the orderly progress of the work. All work of any kind, shall conform to and be in compliance with, and Consultant shall be familiar with all applicable codes, laws, ordinances, regulations and restrictions, guidelines, standards, procedures and directives.

3.0 PROFESSIONAL TECHNICAL SERVICES

3.1 It shall be the responsibility of the Consultant to work with and for the City to provide Engineering/Mapping/Landscape Architectural Services within discipline:
   1 - Wastewater/Stormwater.

3.2 The documents will be prepared in sequence under individual work orders.

3.3 The Consultant shall perform all services in accordance with generally accepted professional standards. The Consultant shall perform all services as expeditiously as is consistent with professional skill and care and the orderly progress of the work. All work of any kind, shall conform to and be in compliance with, and the Consultant shall be familiar with all applicable codes, laws, ordinances, regulations and restrictions, guidelines, standards, procedures and directives.
3.4 The Consultant’s services under this Agreement will be provided under Work Authorizations. Generally, each Work Authorization will include the services for a single project or assignment, and it will contain a mutually agreed-upon detailed scope of work, fee, and schedule of performance in accordance with applicable fiscal and budgetary constraints.

3.5 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 architect services under this Agreement, and must diligently execute the work to meet the completion time established in Work Authorization. The Consultant will not sublet, assign or transfer work under this Agreement to another associated firm, a subcontractor or a Sub-consultant without the prior written consent of the City. The Consultant will require all associated firm-type firms, subcontractors and Sub-consultants to adhere to the terms of this Agreement and the utilization of any such associated firm-type firm, subcontractor or sub-consultant by the Consultant will not relieve the Consultant from any liability or responsibility to the City pursuant to the provisions of this Agreement or any duly executed work authorizations.

3.6 The City reserves the right to enter into contracts with other consulting firms for similar services. The Consultant will, when directed to do so by the City, coordinate and work with other consulting firms retained by the City.

3.7 At all times during the performance of any of the services required under this Agreement, Consultant shall comply with Title VII of the Civil Rights Act of 1964, as amended (45 C.F.R. Part 1010), and the Florida Civil Rights Act of 1992. Consultant shall not discriminate in any form or manner against its employees or applicants for employment on the basis of race, color, national origin, religion, sex, age, handicap or marital status. Further, Consultant shall comply with all applicable rules, regulations or executive order promulgated to give effect to the Civil Rights Act of 1964, as amended.

4.0 WORK AUTHORIZATIONS

4.1 There is no guarantee of work under this Agreement. Consultant shall begin work promptly after receipt of a fully executed copy of each Work Authorization, in accordance with Paragraph 3.2, above. Receipt of a fully executed Work Authorization constitutes written notice to proceed.

4.2 If Consultant’s services called for under any Work Authorization are delayed for reasons beyond the Consultant’s control, the time of performance will be adjusted as appropriate.
4.3 It is the intent of the Parties that this Agreement continue in force until five (5) years from the date of initiation, with the option of the City to provide up to one two-year extension, subject to the provisions for termination contained in this Agreement. Assignments that are in progress at the Agreement termination date will be completed by the Consultant unless specifically terminated by the City.

4.4 Consultant acknowledges and agrees that time is of the essence with respect to its performance under this Agreement and any Work Authorization.

4.5 If the project described in any Work Authorization is suspended, canceled, or abandoned by the City, without affecting any other Work Authorization or this Agreement, the Consultant will be given five (5) days prior written notice of such action and will be compensated for professional services provided up to the date of suspension, cancellation or abandonment.

4.6 Each Work Authorization may establish the following:

a) A title for the project and/or Work Authorization number;

b) A general description of the purpose of the work;

c) A clear and concise description of each item of the scope of work to be performed in sufficient detail to reasonably assure both Parties as to the extent and cost of each service to be performed;

d) The scope items to which a lump sum fee applies and the total compensation that will be paid to the Consultant by the City for completion of the project services;

e) The scope items, which time charges apply, the rates at which they will be charged by personnel category, and the maximum total compensation amount to which they are limited for each scope item;

f) The expenses qualified for reimbursement, and the rates at which they will be charged by expense category, and the maximum total reimbursement amount to which they are limited;

g) Description of deliverables;

h) The committed date of completion of the services and deliverables, with intermediate milestone dates where appropriate;

i) When sub-consultants are to be utilized, the scope items in which they will be involved, the extent to which they will be involved, and the above-referenced fees and expenses attributable to them;
j) A designated person to act on the Consultant’s behalf on all matters concerning the Work Authorization;

k) The contract manager designated by the City; and

l) Any additional details that may be required to describe the duties and obligations of the Parties with respect to a particular Work Authorization.

5.0 PROFESSIONAL SERVICES/CONSULTANT’S COMPETITIVE NEGOTIATION ACT (CCNA) - Florida Statute 287.055

Professional Services provided under this Contract are within the scope of the practice of architecture, landscape architecture, professional engineering, or registered land surveying, as defined by the laws of the State of Florida. Section 287.055 of the Florida Statutes applies to this Contract.

6.0 GENERAL CONSIDERATIONS

6.1 All documents including field books, drawings, specifications, calculations, geotechnical investigation reports, etc., used in the preparation of the work must be supplied by the Consultant and will become the property of the City and must be made available to the City upon request at any reasonable time, including all finished or unfinished documents and other data prepared or obtained by the Consultant upon the termination of this Contract in whole or in part. 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.

6.2 The Consultant will provide expert witnesses, if required by the City, 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 will provide a basis for compensation to the Consultant.

6.3 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. The City does not warrant the accuracy or completeness of the information authored by third parties. The Consultant is responsible for independently verifying the information contained in any documents provided.

6.4 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.
6.5 Key personnel assigned to City projects by the Consultant may 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.

6.6 The Consultant shall attach a brief status report on the project(s) with each request for payment.

6.7 The Consultant warrants it is duly permitted by the laws of the State of Florida to render engineering services in the State of Florida and that one or more of its officers and employees are duly registered as professional engineers in the State of Florida. The Consultant recognizes that in rendering or performing professional services pursuant to the provisions of this Agreement, the Consultant is working for the residents of the City of Treasure Island, Florida, subject to public observation, scrutiny and inquiry and based upon said recognition, the Consultant shall in all of its relationships with the City pursuant to the provisions of this Agreement conduct itself in accordance with all of the recognized applicable ethical standards set by any related national societies, and the reasonable traditions to perform services.

7.0 COMPENSATION

7.1 The Consultant will be compensated for all services rendered under this Agreement in accordance with the provisions of each Work Authorization, upon presentation of Consultant’s invoice. An hourly rate schedule and typical methods of compensation are attached as Exhibit “B”. The amount of compensation paid to the Consultant will in no event exceed the amount set forth in the Work Authorization. The amount of per diem and travel expenses paid by the City to the Consultant will be limited to the extent set forth in section 112.061 of the Florida Statutes.

7.2 Except as may be addressed in the initiating Work Authorization, the compensation for services will be invoiced by the Consultant and paid by the City once each month. Such invoices will be due and payable upon receipt.

7.3 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. Recognizing that the City is a public entity, the Consultant shall provide all of the necessary documents and records to the City, and to any independent auditor of the City upon request, as necessary pursuant to acceptable accounting standards applicable to public bodies and to provide the necessary audit trail and justification for the City paying said compensation and expenses.
7.4 Services to be performed in accordance with this Agreement are subject to the annual appropriation of funds by the City. In its sole discretion, the City reserves the right to forgo use of Consultant for any project which may fall within the Scope of Services listed in this Agreement.

8.0 REPRESENTATIONS

8.1 CITY REPRESENTATIONS: The City conducted public announcement, qualification, competitive selection and competitive negotiation procedures for an Agreement in accordance with Section 287.055 of the Florida Statutes, the Consultants' Competitive Negotiation Act (CCNA). The request for proposals (RFQ 18-19-07) (the RFQ) was publicly advertised on, March 8, 2019. Statements of Qualifications (SOQs) were received by the deadline, including the Consultant's SOQ. The SOQs were publicly opened on May 6, 2019. An Evaluation Committee met publicly and reached consensus on the shortlist ranking. The City certified the short-listed firms, which included the Consultant, as qualified and authorized negotiation of the Agreement at a public meeting. The City has determined that it is necessary, expedient, and in its best interest to enter into this Agreement with the Consultant for the performance of professional consulting services.

8.2 CONSULTANT REPRESENTATIONS: The Consultant submitted and stands behind its proposal in response to the above RFQ as accepted into the record of the City, with the knowledge that the City is relying on the proposal as an inducement for entering into this Agreement. The Consultant acknowledges that the City also relied upon the Consultant's representations identified in this Agreement as an inducement for entering into this Agreement.

The Consultant is legally authorized to and, by capacity and experience, is qualified to perform and render all of the professional consulting engineering services identified in this Agreement and the professional qualifications of the Consultant was material inducement for the City to enter into this Agreement with the Consultant.

The Consultant, in representing the City, shall promote the best interest of the City and assume towards the City a responsible professional relationship consistent with mutual confidence and fair dealing between Consultant and the City.

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 is has not paid or agreed to pay any persons, 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. Consultant represents that it has complied with the provision of section 287.055(6) of the Florida Statutes.

The Consultant currently has no potential or actual conflict of interest with respect to providing professional services to the City. The Consultant agrees to notify the City in writing of any
commitments during the term of this Agreement which may constitute a potential or actual conflict of interest with respect to the professional services to be performed for the City. The Consultant agrees that it will not knowingly engage in any contractual or professional obligations that create an appearance of a conflict of interest with respect to the service provided pursuant to this Agreement.

The Consultant acknowledges that the City, as a unit of local government and as a subdivision of the State of Florida, is subject to controls, limitations, regulations and restraints imposed or administered pursuant to numerous applicable laws, ordinances, agreements, rules and regulations of federal, state, regional and certain local jurisdictions, governmental agencies or authorities. Additionally, the Consultant acknowledges that the City often receives grants and participates in grant or funding agreements from federal and state agencies. All services rendered or performed by the Consultant pursuant to any duly executed Work Authorization will be in conformance with any and all grant or funding agreements.

9.0 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 persons, 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.

10.0 TERMINATION

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. A substantial failure to perform in accordance with the terms of this Agreement, includes but is not limited to the following: (a) failure to begin services authorized under any particular Work Authorization within the time specified in that Work Authorization, or (b) failure to properly and timely perform the services required under this Agreement or as directed by the City, or (c) the bankruptcy or insolvency or a general assignment for the benefit of creditors by Consultant or by any of Consultant's principals, partners, officers or directors, or (d) failure to obey and comply with any applicable laws, ordinances, regulations, agency agreements or other codes of conduct. In the event of any such termination, the City is not obligated to make any further payments to Consultant until such time as the City has determined all direct costs, expenses, losses and damages which the City may have incurred as a result of such default by Consultant, whereupon the City shall be entitled to set off all costs, expenses, losses and damages so incurred by the City against any amounts due Consultant for services properly performed.
11.0 TERMINATION OF 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 in this Agreement, the Consultant will be paid for services rendered through the date of termination.

12.0 PAYMENT WHEN SERVICES ARE TERMINATED

In the event of termination of this Agreement by the City, and not due to the fault of the Consultant, the City will compensate the Consultant for all authorized services performed prior to the effective date of termination.

In the event of termination of this Agreement due to the fault of the Consultant, or at the written request of the Consultant, the City will compensate the Consultant for all authorized services completed, prior to the effective date of termination, which have resulted in a usable product or otherwise tangible benefit to the City. All such payments will be subject to an offset for any damages incurred by the City resulting from any delay occasioned by early termination. This provision will in no way be construed as the sole remedy available to the City in the event of breach by the Consultant.

13.0 SUSPENSION, CANCELLATION OR ABANDONMENT

If the project described in any Work Authorization is suspended, canceled, or abandoned by the City, without affecting any other Work Authorization or this Agreement, the Consultant will be given five (5) days prior written notice of such action and will be compensated for professional services provided up to the date of suspension, cancellation or abandonment.

This Agreement will be administered and interpreted under the laws of the State of Florida.

14.0 INDEPENDENT CONSULTANT

This Agreement does not create an employee/employer relationship between the parties. It is the parties’ intention that the Consultant, its employees, sub-consultants, representatives, volunteers, and the like, will be an independent Consultant and not an employee of the City for all purposes, including, but not limited to, the application of the following, as amended: the Fair Labor Standards Act minimum wage and overtime payments, the Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State of Florida revenue and taxation laws, the State of Florida workers’ compensation laws, the State of Florida unemployment insurance laws, and the Florida Retirement System benefits. The Consultant will retain sole and absolute discretion in the judgment on the manner and means of carrying out the Consultant’s activities and responsibilities under this Agreement.
15.0 INSURANCE

The Consultant shall maintain such insurance as specified in in General Conditions, Paragraph 37 - Insurance Requirements, of RFQ 18-19-07 to protect the City from any or all claims for property damage, personal injury, and bodily injury including death, which may arise from operations under this Agreement. Certificates of such insurance must be provided to the City prior to the City issuing the Purchase Order to the Consultant and will also be subject to its approval for adequacy of protection. The City must be named as an additional insured under all policies.

16.0 PROFESSIONAL LIABILITY

The Consultant recognizes that the registered persons practicing engineering with the Consultant as provided in Chapter 471 of the Florida Statutes are not relieved from personal liability for their professional acts and each registered person practicing engineering with the Consultant who performs consulting engineering services for the City pursuant to this Agreement or any particular Work Authorization will be liable in accordance with section 471.023(3) of the Florida Statutes.

17.0 INDEMNIFICATION

17.1 To the greatest extent permitted by law, the Consultant shall indemnify and hold harmless the City, its officers, employees, and agents from and against claims, causes of action, lawsuits, damages, judgments, losses and expenses, whether direct, indirect or consequential, including but not limited to, bodily injury, sickness, disease or death, personal injury, or injury to or destruction of tangible property, including loss of use, to the extent such claims are caused by the negligent or reckless acts or errors or omissions, or intentional wrongful misconduct by the Consultant, any sub-consultant or any other person or organization employed or utilized by Consultant to perform or furnish any of the services required under this Agreement, or anyone for whose acts any of them may be liable. This indemnity will include, but not be limited to, reasonable charges of engineers, attorneys, legal assistants, and other professionals, and costs of both defense and appeal in a court of law, or arbitration, or other tribunal, for any reason. This indemnification also includes claims, damages, losses, and expenses, including reasonable attorneys', experts', and legal assistants' fees and costs, to the extent caused by infringement of patents or copyrights, or public record violations incident to providing the services required under this Agreement. It is specifically understood and agreed that this indemnification provision does not cover or indemnify the City for its own negligence. This Indemnification provision will survive completion or termination of this Agreement.

17.2 Nothing in this Agreement will be interpreted as a waiver by the City of its rights, including the limitations of the waiver of immunity, as set forth in Section 768.28 of the Florida Statutes or
any other statutes, and the City expressly reserves these rights to the fullest extent allowed by law. This provision will survive completion or termination of this Agreement.

18.0 PUBLIC RECORDS

The Consultant acknowledges that the portion of its books and records related to its contracting activities with the City may become subject to inspection and copying under the Florida Public Records Act. The Consultant agrees to comply with the Florida Public Records Act, as applicable, including, but not limited to section 119.0701 of the Florida Statutes. The Consultant agrees, to the extent required by law, to:

1. Keep and maintain public records that ordinarily and necessarily would be required by the public agency in performing the services of the Agreement;
2. Provide the public with access to the public records under the same terms and conditions that the City would provide the records and at a cost that does not exceed the cost provided for by law;
3. Ensure that the public records that are exempt or confidential, and exempt from public record disclosure requirements, are not disclosed, except as authorized by law; and
4. Meet all requirements where retained public records and transfer, at no cost, to the City, all public records in possession of the Consultant, upon termination or completion of the Agreement and destroy any duplicate public records that are exempt or confidential, or exempt from public record disclosure requirements.

Furthermore, the Consultant agrees that all records stored electronically will be provided to the City in a format that is compatible with the information technology systems of the City. The Consultant shall promptly provide the City with a copy of any request to inspect or copy public records that Consultant receives and a copy of the Consultant's response to each request. The Consultant understands and agrees that failure to provide access to the public records will be a material breach of the Agreement, its amendments, and Work Authorizations.

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 AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

CITY CLERK, CITY OF TREASURE ISLAND
120 108TH AVENUE
TREASURE ISLAND, FLORIDA 33706
PHONE: (727)-547-4575
FAX: (727)-547-4582
RNICKERSON@MYTREASUREISLAND.ORG
19.0 MISCELLANEOUS TERMS.

19.1 Assignment. 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. The Consultant shall not assign or transfer its interest in this Agreement without written consent of the City.

19.2 Administration. The City authorizes the City Manager to administer the terms and conditions of this Agreement on behalf of the City and to make all managerial decisions on behalf of the City as they relate to the provisions of this Agreement. The City Manager will have the authority to transmit instructions, receive information, interpret and define the policy of the City and decisions pertinent to services covered by this Agreement. The City Manager has the right from time to time to designate such other employee of the City as the City Manager may deem advisable to perform administrative and managerial functions as they relate to provisions of this Agreement.

19.3 Litigation. The services must be performed by the Consultant to the reasonable satisfaction of the City and all questions, difficulties and disputes of any nature whatsoever that may arise under or by reason of this Agreement, any duly executed Work Authorization, the prosecution fulfillment of the services under this Agreement and the character, quality, amount and value, which cannot be settled by mutual agreement of the Parties will be settled by recourse to litigation under Florida law in the appropriate court in Pinellas County, Florida. The Agreement will be governed by and construed under the laws of the State of Florida. Each Party consents to the jurisdiction of such court in any such civil action or legal proceeding and waives any objection to the above laying of venue of any such civil action or legal proceeding in such court. This provision will survive completion or termination of this Agreement.

19.4 Inspector General. The Consultant and any sub-consultants understand and will comply with section 20.055(5) of the Florida Statutes and agree to cooperate with the inspector general in any investigation, audit, inspection, review or hearing pursuant to that section.

19.5 Notice. All notices required to be given to the City or Consultant under this Agreement must be sent by (a) registered or certified mail, and notice will be deemed to have been given on the date of acceptance; or (b) delivery (i.e., courier or other hand delivery), overnight delivery, email or facsimile transmission, and notice will be deemed to have been given on the day of delivery or transmission. If the day of notice is a Saturday, Sunday, or legal holiday, notice will be deemed to have been given on the first calendar day thereafter which is not a Saturday, Sunday, or legal holiday. All notices required to be given to the City must be made to the City at:
City of Treasure Island
Attention: Michael Munger – Purchasing Coordinator
120 108th Avenue
Treasure Island, Florida 33706
Phone: (727)-547-4575
Fax: (727)-547-4582
mmunger@mytreasureisland.org

Or to such other address or facsimile number as the City may direct from time to time by written notice forwarded to the Consultant as provided above.

All notices required to be given to Consultant in this Agreement must be sent to Consultant at:

Company: Kimley-Horn and Associates
Attention: Jonathan Thigpen, P.E.
Address: 189 South Orange Avenue, Suite 1000
Orlando, FL 32801
Phone: 407-427-1634
Fax: 561-863-8175
Email: Jonathan.Thigpen@kimley-horn.com

or to such address or facsimile number as the Consultant may direct from time to time by written notice forwarded to the City as provided above. E-mail transmittal of notices are considered delivered as of the date of electronic transmission. Both parties will supplement emailed notices with a formal version of the notice as outlined above.

19.6 Conflict. It is understood and agreed by the Parties that if any part, term or provision of this Agreement is held to be illegal or in conflict with any law, the validity of the remaining portions or provisions will not be affected, and the rights and obligations of the Parties will be construed and enforced as if the Agreement did not contain the particular part, term or provision held to be invalid.

19.7 Interpretation. The Parties represent and warrant that they have entered into this Agreement relying wholly upon their own judgment, belief and knowledge of the nature, extent, effect and duration of any actions, damages and liability therefore. The Parties represent that they enter into this Agreement without relying upon any statement or representation of the adverse parties other than what has been set forth in writing in this Agreement. The Parties represent that they have had the opportunity to discuss this matter with counsel of their choosing and are satisfied with its counsel and the advice received. The Parties understand this
Agreement's contents and agree that this Agreement will not be construed more strongly against any party, regardless of who is responsible for its preparation or drafting. The Parties further declare and represent that no promise, inducement, agreement or understanding not expressed in this Agreement has been made to an adverse party and that this Agreement contains the entire agreement between the Parties and that the terms of this Agreement are contractual and not a mere recital. This Agreement will be deemed and treated as drafted jointly by all the Parties, and no term, condition or provision of this Agreement will be construed more strictly against any Party.

All words used in this Agreement in the singular will extend to and include the plural, and the use of any gender will extend to and include all genders. The term "including" is not limiting. The captions and headings in this Agreement are for convenience of reference only and in no way define or limit the scope or content of this Agreement or in any way affect its provisions.

19.8 Consideration. Each party acknowledges and agrees that the covenants under this Agreement, together with the consideration exchanged under this Agreement, constitute full, fair and valuable consideration for the transfers, transactions and releases required of and by the Parties pursuant to the provisions of this Agreement and that, by virtue of the above-referenced consideration, the Parties have received reasonably equivalent value in exchange for their obligations under this Agreement. The Parties acknowledge and agree that each has received and reviewed a copy of this Agreement in the presence of their respective, independent counsel retained by them. Each party understands the purport, tenor, and effect of this Agreement, and has entered into this Agreement freely and voluntarily.

19.9 Authority. Each of the Parties covenants to the other party that it has lawful authority to enter into this Agreement, that the governing or managing body of each of the Parties has approved this Agreement and that the governing or managing body of each of the Parties has authorized the execution of this Agreement in the manner set forth in this Agreement.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]
IN WITNESS WHEREOF, the City and Consultant have made and executed this Agreement on the date and year first above written.

WITNESSES:

Dylan Wright
Signature
Dylan Wright
Printed Name

CONSULTANT

Kimley-Horn and Associates, Inc.
Company Name

Senior Vice President
Title
Jonathan D. Thigpen, P.E.
Printed Name

CITY OF TREASURE ISLAND, FLORIDA

City Clerk
Mayor

Approved as to form and sufficiency:

City Attorney
## EXHIBIT B: RFQ 18-19-07 Contract Rates

**Company Name:**  
Kimley-Horn  
Discipline:  
1 - Wastewater/Stormwater

### Annual Multiplier: (in %)

<table>
<thead>
<tr>
<th>Position/Classification/Title</th>
<th>Initial Rates</th>
<th>2019 Rates</th>
<th>4.5% 2020 Rates</th>
<th>4.5% 2021 Rates</th>
<th>4.5% 2022 Rates</th>
<th>4.5% 2023 Rates</th>
<th>4.5% 2024 Rates</th>
</tr>
</thead>
<tbody>
<tr>
<td>Senior Professional 2</td>
<td>$87.33</td>
<td>$261.99</td>
<td>$273.78</td>
<td>$286.10</td>
<td>$298.97</td>
<td>$312.43</td>
<td>$326.49</td>
</tr>
<tr>
<td>Senior Professional 1</td>
<td>$76.34</td>
<td>$229.02</td>
<td>$239.33</td>
<td>$250.10</td>
<td>$261.35</td>
<td>$273.11</td>
<td>$285.40</td>
</tr>
<tr>
<td>Senior Project Manager</td>
<td>$73.41</td>
<td>$220.23</td>
<td>$230.14</td>
<td>$240.50</td>
<td>$251.32</td>
<td>$262.63</td>
<td>$274.45</td>
</tr>
<tr>
<td>Project Manager</td>
<td>$48.81</td>
<td>$146.43</td>
<td>$153.02</td>
<td>$159.91</td>
<td>$167.10</td>
<td>$174.62</td>
<td>$182.48</td>
</tr>
<tr>
<td>Project Professional 2</td>
<td>$63.27</td>
<td>$199.81</td>
<td>$208.35</td>
<td>$216.60</td>
<td>$226.35</td>
<td>$236.54</td>
<td></td>
</tr>
<tr>
<td>Project Professional 1</td>
<td>$51.84</td>
<td>$155.52</td>
<td>$162.52</td>
<td>$169.83</td>
<td>$177.47</td>
<td>$185.46</td>
<td>$193.81</td>
</tr>
<tr>
<td>Professional 2</td>
<td>$42.23</td>
<td>$126.69</td>
<td>$132.39</td>
<td>$138.35</td>
<td>$144.57</td>
<td>$151.08</td>
<td>$157.88</td>
</tr>
<tr>
<td>Professional 1</td>
<td>$36.88</td>
<td>$110.64</td>
<td>$115.62</td>
<td>$120.82</td>
<td>$126.26</td>
<td>$131.94</td>
<td>$137.88</td>
</tr>
<tr>
<td>Analyst 3</td>
<td>$32.82</td>
<td>$98.46</td>
<td>$102.89</td>
<td>$107.52</td>
<td>$112.36</td>
<td>$117.42</td>
<td>$122.70</td>
</tr>
<tr>
<td>Analyst 2</td>
<td>$30.97</td>
<td>$92.91</td>
<td>$97.09</td>
<td>$101.46</td>
<td>$106.03</td>
<td>$110.80</td>
<td>$115.78</td>
</tr>
<tr>
<td>Analyst 1</td>
<td>$29.41</td>
<td>$88.23</td>
<td>$92.20</td>
<td>$96.35</td>
<td>$100.69</td>
<td>$105.22</td>
<td>$109.95</td>
</tr>
<tr>
<td>Senior Designer</td>
<td>$46.24</td>
<td>$138.72</td>
<td>$144.96</td>
<td>$151.49</td>
<td>$158.30</td>
<td>$165.43</td>
<td>$172.87</td>
</tr>
<tr>
<td>Designer</td>
<td>$39.72</td>
<td>$119.16</td>
<td>$124.52</td>
<td>$130.13</td>
<td>$135.98</td>
<td>$142.10</td>
<td>$148.50</td>
</tr>
<tr>
<td>CADD Technician</td>
<td>$28.17</td>
<td>$84.51</td>
<td>$88.31</td>
<td>$92.29</td>
<td>$96.44</td>
<td>$100.78</td>
<td>$105.31</td>
</tr>
<tr>
<td>Senior Admin / Tech Support</td>
<td>$46.00</td>
<td>$138.00</td>
<td>$144.21</td>
<td>$150.70</td>
<td>$157.48</td>
<td>$164.57</td>
<td>$171.97</td>
</tr>
<tr>
<td>Admin / Tech Support</td>
<td>$26.28</td>
<td>$78.84</td>
<td>$82.39</td>
<td>$86.10</td>
<td>$89.97</td>
<td>$94.02</td>
<td>$98.25</td>
</tr>
</tbody>
</table>

**Overhead/Fringe multiplier:**  
3.00

**Signature:**  
James M. Sumislawski  
Printed Name

**Notes:**  
* Rates effective January 2024 will expire upon the 5-year anniversary of the contract effective date.  
** Overhead/Fringe Multiplier to remain constant throughout contract
CONTRACT BETWEEN THE CITY OF TREASURE ISLAND AND Cardno, Inc
PERTAINING TO ENGINEERING, MAPPING & LANDSCAPE ARCHITECTURAL SERVICES RFQ 18-19-07
AGREEMENT FOR PROFESSIONAL SERVICES - DISCIPLINE: 2 - Transportation/Roadway/SUE

This Agreement is made and entered into on the____________day of__________________, 2019, by and between the City of Treasure Island, Florida (City) and ______________ Cardno, Inc. (Consultant) (collectively the “Parties”).

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, the City selected the Consultant in accordance with the competitive selection process described in Section 287.055 of the Florida Statutes, and based on information and representations given by the Consultant in a Statement for Qualifications dated May 6, 2019.

NOW, THEREFORE, in consideration of the premises and the mutual benefits which will accrue to the parties in carrying out the terms of this Agreement, it is mutually understood and agreed as follows:

1.0 AGREEMENT DOCUMENTS

This Agreement (also referred to as “Contract”) consists of this document including any and all attachments, the Request for Qualifications (RFQ) required Documents for RFQ No. 18-19-07, and Consultant’s proposal submitted in response to the RFQ on or before May 6, 2019, as if all components were set forth in this Agreement verbatim. In the event of a conflict between the terms and conditions provided in this document including the attachments and the RFQ or proposal, the provisions in this document will prevail. No amendment will be effective until and unless reduced to writing and executed by the Parties.
2.0 GENERAL SCOPE OF THIS AGREEMENT

The relationship of Consultant to the City will be that of a professional consultant, and Consultant will provide the professional and technical services required under this Agreement in accordance with acceptable engineering practices and ethical standards.

Consultant has the discretion, subject to the requirement that it perform the services required under this Agreement competently and professionally in accordance with the applicable professional standards and otherwise comply with the terms of this Agreement, to select the means and methods of performing such services. In this regard, Consultant is fully responsible for the employment, direction, supervision, compensation and control of any and all persons employed or retained by the Consultant. Neither Consultant nor Consultant's contractors, subcontractors, consultants, sub-consultants, suppliers, experts, or other persons or organizations retained or utilized by Consultant for the services required under this Agreement will be considered by reason of the provisions of this Agreement or otherwise as being an employee or agent of the City. Consultant shall comply with all workers' compensation, employers' liability and other Federal, State, and municipal laws, ordinances, and regulations required of an employer performing services as provided in this agreement contemplated. Furthermore, Consultant is responsible for paying all income and employment taxes, and the City will not be responsible for collecting and paying withholding, FUTA, FICA and any other state or federal taxes.

Consultant shall perform all services in accordance with generally accepted professional standards. Consultant shall perform all services as expeditiously as is consistent with professional skill and care and the orderly progress of the work. All work of any kind, must conform to and be in compliance with, and Consultant shall be familiar with all applicable codes, laws, ordinances, regulations and restrictions, guidelines, standards, procedures and directives.

3.0 PROFESSIONAL TECHNICAL SERVICES

3.1 It shall be the responsibility of the Consultant to work with and for the City to provide Engineering/Mapping/Landscape Architectural Services within discipline:
   2 - Transportation/Roadway/SUE

3.2 The documents will be prepared in sequence under individual work orders.

3.3 The Consultant shall perform all services in accordance with generally accepted professional standards. The Consultant shall perform all services as expeditiously as is consistent with professional skill and care and the orderly progress of the work. All work of any kind, shall conform to and be in compliance with, and the Consultant shall be familiar with all applicable codes, laws, ordinances, regulations and restrictions, guidelines, standards, procedures and directives.
3.4 The Consultant’s services under this Agreement will be provided under Work Authorizations. Generally, each Work Authorization will include the services for a single project or assignment, and it will contain a mutually agreed-upon detailed scope of work, fee, and schedule of performance in accordance with applicable fiscal and budgetary constraints.

3.5 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 architect services under this Agreement, and must diligently execute the work to meet the completion time established in Work Authorization. The Consultant will not sublet, assign or transfer work under this Agreement to another associated firm, a subcontractor or a Sub-consultant without the prior written consent of the City. The Consultant will require all associated firm-type firms, subcontractors and Sub-consultants to adhere to the terms of this Agreement and the utilization of any such associated firm-type firm, subcontractor or sub-consultant by the Consultant will not relieve the Consultant from any liability or responsibility to the City pursuant to the provisions of this Agreement or any duly executed work authorizations.

3.6 The City reserves the right to enter into contracts with other consulting firms for similar services. The Consultant will, when directed to do so by the City, coordinate and work with other consulting firms retained by the City.

3.7 At all times during the performance of any of the services required under this Agreement, Consultant shall comply with Title VII of the Civil Rights Act of 1964, as amended (45 C.F.R. Part 101), and the Florida Civil Rights Act of 1992. Consultant shall not discriminate in any form or manner against its employees or applicants for employment on the basis of race, color, national origin, religion, sex, age, handicap or marital status. Further, Consultant shall comply with all applicable rules, regulations or executive order promulgated to give effect to the Civil Rights Act of 1964, as amended.

4.0 WORK AUTHORIZATIONS

4.1 There is no guarantee of work under this Agreement. Consultant shall begin work promptly after receipt of a fully executed copy of each Work Authorization, in accordance with Paragraph 3.2, above. Receipt of a fully executed Work Authorization constitutes written notice to proceed.

4.2 If Consultant’s services called for under any Work Authorization are delayed for reasons beyond the Consultant’s control, the time of performance will be adjusted as appropriate.
4.3 It is the intent of the Parties that this Agreement continue in force until five (5) years from the date of initiation, with the option of the City to provide up to one two-year extension, subject to the provisions for termination contained in this Agreement. Assignments that are in progress at the Agreement termination date will be completed by the Consultant unless specifically terminated by the City.

4.4 Consultant acknowledges and agrees that time is of the essence with respect to its performance under this Agreement and any Work Authorization.

4.5 If the project described in any Work Authorization is suspended, canceled, or abandoned by the City, without affecting any other Work Authorization or this Agreement, the Consultant will be given five (5) days prior written notice of such action and will be compensated for professional services provided up to the date of suspension, cancellation or abandonment.

4.6 Each Work Authorization may establish the following:

a) A title for the project and/or Work Authorization number;

b) A general description of the purpose of the work;

c) A clear and concise description of each item of the scope of work to be performed in sufficient detail to reasonably assure both Parties as to the extent and cost of each service to be performed;

d) The scope items to which a lump sum fee applies and the total compensation that will be paid to the Consultant by the City for completion of the project services;

e) The scope items, which time charges apply, the rates at which they will be charged by personnel category, and the maximum total compensation amount to which they are limited for each scope item;

f) The expenses qualified for reimbursement, and the rates at which they will be charged by expense category, and the maximum total reimbursement amount to which they are limited;

g) Description of deliverables;

h) The committed date of completion of the services and deliverables, with intermediate milestone dates where appropriate;

i) When sub-consultants are to be utilized, the scope items in which they will be involved, the extent to which they will be involved, and the above-referenced fees and expenses attributable to them;
j) A designated person to act on the Consultant’s behalf on all matters concerning the Work Authorization;

k) The contract manager designated by the City; and

l) Any additional details that may be required to describe the duties and obligations of the Parties with respect to a particular Work Authorization.

5.0 PROFESSIONAL SERVICES/CONSULTANT’S COMPETITIVE NEGOTIATION ACT (CCNA) - Florida Statute 287.055

Professional Services provided under this Contract are within the scope of the practice of architecture, landscape architecture, professional engineering, or registered land surveying, as defined by the laws of the State of Florida. Section 287.055 of the Florida Statutes applies to this Contract.

6.0 GENERAL CONSIDERATIONS

6.1 All documents including field books, drawings, specifications, calculations, geotechnical investigation reports, etc., used in the preparation of the work must be supplied by the Consultant and will become the property of the City and must be made available to the City upon request at any reasonable time, including all finished or unfinished documents and other data prepared or obtained by the Consultant upon the termination of this Contract in whole or in part. 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.

6.2 The Consultant will provide expert witnesses, if required by the City, 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 will provide a basis for compensation to the Consultant.

6.3 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. The City does not warrant the accuracy or completeness of the information authored by third parties. The Consultant is responsible for independently verifying the information contained in any documents provided.

6.4 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.
6.5 Key personnel assigned to City projects by the Consultant may 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.

6.6 The Consultant shall attach a brief status report on the project(s) with each request for payment.

6.7 The Consultant warrants it is duly permitted by the laws of the State of Florida to render engineering services in the State of Florida and that one or more of its officers and employees are duly registered as professional engineers in the State of Florida. The Consultant recognizes that in rendering or performing professional services pursuant to the provisions of this Agreement, the Consultant is working for the residents of the City of Treasure Island, Florida, subject to public observation, scrutiny and inquiry and based upon said recognition, the Consultant shall in all of its relationships with the City pursuant to the provisions of this Agreement conduct itself in accordance with all of the recognized applicable ethical standards set by any related national societies, and the reasonable traditions to perform services.

7.0 COMPENSATION

7.1 The Consultant will be compensated for all services rendered under this Agreement in accordance with the provisions of each Work Authorization, upon presentation of Consultant’s invoice. An hourly rate schedule and typical methods of compensation are attached as Exhibit “B”. The amount of compensation paid to the Consultant will in no event exceed the amount set forth in the Work Authorization. The amount of per diem and travel expenses paid by the City to the Consultant will be limited to the extent set forth in section 112.061 of the Florida Statutes.

7.2 Except as may be addressed in the initiating Work Authorization, the compensation for services will be invoiced by the Consultant and paid by the City once each month. Such invoices will be due and payable upon receipt.

7.3 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. Recognizing that the City is a public entity, the Consultant shall provide all of the necessary documents and records to the City, and to any independent auditor of the City upon request, as necessary pursuant to acceptable accounting standards applicable to public bodies and to provide the necessary audit trail and justification for the City paying said compensation and expenses.
7.4 Services to be performed in accordance with this Agreement are subject to the annual appropriation of funds by the City. In its sole discretion, the City reserves the right to forgo use of Consultant for any project which may fall within the Scope of Services listed in this Agreement.

8.0 REPRESENTATIONS

8.1 CITY REPRESENTATIONS: The City conducted public announcement, qualification, competitive selection and competitive negotiation procedures for an Agreement in accordance with Section 287.055 of the Florida Statutes, the Consultants' Competitive Negotiation Act (CCNA). The request for proposals (RFQ 18-19-07) (the RFQ) was publicly advertised on March 8, 2019. Statements of Qualifications (SOQs) were received by the deadline, including the Consultant's SOQ. The SOQs were publicly opened on May 6, 2019. An Evaluation Committee met publicly and reached consensus on the shortlist ranking. The City certified the short-listed firms, which included the Consultant, as qualified and authorized negotiation of the Agreement at a public meeting. The City has determined that it is necessary, expedient, and in its best interest to enter into this Agreement with the Consultant for the performance of professional consulting services.

8.2 CONSULTANT REPRESENTATIONS: The Consultant submitted and stands behind its proposal in response to the above RFQ as accepted into the record of the City, with the knowledge that the City is relying on the proposal as an inducement for entering into this Agreement. The Consultant acknowledges that the City also relied upon the Consultant's representations identified in this Agreement as an inducement for entering into this Agreement.

The Consultant is legally authorized to and, by capacity and experience, is qualified to perform and render all of the professional consulting engineering services identified in this Agreement and the professional qualifications of the Consultant was material inducement for the City to enter into this Agreement with the Consultant.

The Consultant, in representing the City, shall promote the best interest of the City and assume towards the City a responsible professional relationship consistent with mutual confidence and fair dealing between Consultant and the City.

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 is has not paid or agreed to pay any persons, 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. Consultant represents that it has complied with the provision of section 287.055(6) of the Florida Statutes.

The Consultant currently has no potential or actual conflict of interest with respect to providing professional services to the City. The Consultant agrees to notify the City in writing of any
commitments during the term of this Agreement which may constitute a potential or actual conflict of interest with respect to the professional services to be performed for the City. The Consultant agrees that it will not knowingly engage in any contractual or professional obligations that create an appearance of a conflict of interest with respect to the service provided pursuant to this Agreement.

The Consultant acknowledges that the City, as a unit of local government and as a subdivision of the State of Florida, is subject to controls, limitations, regulations and restraints imposed or administered pursuant to numerous applicable laws, ordinances, agreements, rules and regulations of federal, state, regional and certain local jurisdictions, governmental agencies or authorities. Additionally, the Consultant acknowledges that the City often receives grants and participates in grant or funding agreements from federal and state agencies. All services rendered or performed by the Consultant pursuant to any duly executed Work Authorization will be in conformance with any and all grant or funding agreements.

9.0 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 persons, 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.

10.0 TERMINATION

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. A substantial failure to perform in accordance with the terms of this Agreement, includes but is not limited to the following: (a) failure to begin services authorized under any particular Work Authorization within the time specified in that Work Authorization, or (b) failure to properly and timely perform the services required under this Agreement or as directed by the City, or (c) the bankruptcy or insolvency or a general assignment for the benefit of creditors by Consultant or by any of Consultant's principals, partners, officers or directors, or (d) failure to obey and comply with any applicable laws, ordinances, regulations, agency agreements or other codes of conduct. In the event of any such termination, the City is not obligated to make any further payments to Consultant until such time as the City has determined all direct costs, expenses, losses and damages which the City may have incurred as a result of such default by Consultant, whereupon the City shall be entitled to set off all costs, expenses, losses and damages so incurred by the City against any amounts due Consultant for services properly performed.
11.0 TERMINATION OF 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 in this Agreement, the Consultant will be paid for services rendered through the date of termination.

12.0 PAYMENT WHEN SERVICES ARE TERMINATED

In the event of termination of this Agreement by the City, and not due to the fault of the Consultant, the City will compensate the Consultant for all authorized services performed prior to the effective date of termination.

In the event of termination of this Agreement due to the fault of the Consultant, or at the written request of the Consultant, the City will compensate the Consultant for all authorized services completed, prior to the effective date of termination, which have resulted in a usable product or otherwise tangible benefit to the City. All such payments will be subject to an offset for any damages incurred by the City resulting from any delay occasioned by early termination. This provision will in no way be construed as the sole remedy available to the City in the event of breach by the Consultant.

13.0 SUSPENSION, CANCELLATION OR ABANDONMENT

If the project described in any Work Authorization is suspended, canceled, or abandoned by the City, without affecting any other Work Authorization or this Agreement, the Consultant will be given five (5) days prior written notice of such action and will be compensated for professional services provided up to the date of suspension, cancellation or abandonment.

This Agreement will be administered and interpreted under the laws of the State of Florida.

14.0 INDEPENDENT CONSULTANT

This Agreement does not create an employee/employer relationship between the parties. It is the parties’ intention that the Consultant, its employees, sub-consultants, representatives, volunteers, and the like, will be an independent Consultant and not an employee of the City for all purposes, including, but not limited to, the application of the following, as amended: the Fair Labor Standards Act minimum wage and overtime payments, the Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State of Florida revenue and taxation laws, the State of Florida workers’ compensation laws, the State of Florida unemployment insurance laws, and the Florida Retirement System benefits. The Consultant will retain sole and absolute discretion in the judgment on the manner and means of carrying out the Consultant’s activities and responsibilities under this Agreement.
15.0 INSURANCE

The Consultant shall maintain such insurance as specified in in General Conditions, Paragraph 37 - Insurance Requirements, of RFQ 18-19-07 to protect the City from any or all claims for property damage, personal injury, and bodily injury including death, which may arise from operations under this Agreement. Certificates of such insurance must be provided to the City prior to the City issuing the Purchase Order to the Consultant and will also be subject to its approval for adequacy of protection. The City must be named as an additional insured under all policies.

16.0 PROFESSIONAL LIABILITY

The Consultant recognizes that the registered persons practicing engineering with the Consultant as provided in Chapter 471 of the Florida Statutes are not relieved from personal liability for their professional acts and each registered person practicing engineering with the Consultant who performs consulting engineering services for the City pursuant to this Agreement or any particular Work Authorization will be liable in accordance with section 471.023(3) of the Florida Statutes.

17.0 INDEMNIFICATION

17.1 To the greatest extent permitted by law, the Consultant shall indemnify and hold harmless the City, its officers, employees, and agents from and against claims, causes of action, lawsuits, damages, judgments, losses and expenses, whether direct, indirect or consequential, including but not limited to, bodily injury, sickness, disease or death, personal injury, or injury to or destruction of tangible property, including loss of use, to the extent such claims are caused by the negligent or reckless acts or errors or omissions, or intentional wrongful misconduct by the Consultant, any sub-consultant or any other person or organization employed or utilized by Consultant to perform or furnish any of the services required under this Agreement, or anyone for whose acts any of them may be liable. This indemnity will include, but not be limited to, reasonable charges of engineers, attorneys, legal assistants, and other professionals, and costs of both defense and appeal in a court of law, or arbitration, or other tribunal, for any reason. This indemnification also includes claims, damages, losses, and expenses, including reasonable attorneys' fees and costs, to the extent caused by infringement of patents or copyrights, or public record violations incident to providing the services required under this Agreement. It is specifically understood and agreed that this indemnification provision does not cover or indemnify the City for its own negligence. This Indemnification provision will survive completion or termination of this Agreement.

17.2 Nothing in this Agreement will be interpreted as a waiver by the City of its rights, including the limitations of the waiver of immunity, as set forth in Section 768.28 of the Florida Statutes or
any other statutes, and the City expressly reserves these rights to the fullest extent allowed by law. This provision will survive completion or termination of this Agreement.

18.0 PUBLIC RECORDS

The Consultant acknowledges that the portion of its books and records related to its contracting activities with the City may become subject to inspection and copying under the Florida Public Records Act. The Consultant agrees to comply with the Florida Public Records Act, as applicable, including, but not limited to section 119.0701 of the Florida Statutes. The Consultant agrees, to the extent required by law, to:

1. Keep and maintain public records that ordinarily and necessarily would be required by the public agency in performing the services of the Agreement;
2. Provide the public with access to the public records under the same terms and conditions that the City would provide the records and at a cost that does not exceed the cost provided for by law;
3. Ensure that the public records that are exempt or confidential, and exempt from public record disclosure requirements, are not disclosed, except as authorized by law; and
4. Meet all requirements where retained public records and transfer, at no cost, to the City, all public records in possession of the Consultant, upon termination or completion of the Agreement and destroy any duplicate public records that are exempt or confidential, or exempt from public record disclosure requirements.

Furthermore, the Consultant agrees that all records stored electronically will be provided to the City in a format that is compatible with the information technology systems of the City. The Consultant shall promptly provide the City with a copy of any request to inspect or copy public records that Consultant receives and a copy of the Consultant's response to each request. The Consultant understands and agrees that failure to provide access to the public records will be a material breach of the Agreement, its amendments, and Work Authorizations.

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 AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

CITY CLERK, CITY OF TREASURE ISLAND
120 108TH AVENUE
TREASURE ISLAND, FLORIDA 33706
PHONE: (727)-547-4575
FAX: (727)-547-4582
RNICKERSON@MYTREASUREISLAND.ORG
19.0 MISCELLANEOUS TERMS.

19.1 Assignment. 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. The Consultant shall not assign or transfer its interest in this Agreement without written consent of the City.

19.2 Administration. The City authorizes the City Manager to administer the terms and conditions of this Agreement on behalf of the City and to make all managerial decisions on behalf of the City as they relate to the provisions of this Agreement. The City Manager will have the authority to transmit instructions, receive information, interpret and define the policy of the City and decisions pertinent to services covered by this Agreement. The City Manager has the right from time to time to designate such other employee of the City as the City Manager may deem advisable to perform administrative and managerial functions as they relate to provisions of this Agreement.

19.3 Litigation. The services must be performed by the Consultant to the reasonable satisfaction of the City and all questions, difficulties and disputes of any nature whatsoever that may arise under or by reason of this Agreement, any duly executed Work Authorization, the prosecution fulfillment of the services under this Agreement and the character, quality, amount and value, which cannot be settled by mutual agreement of the Parties will be settled by recourse to litigation under Florida law in the appropriate court in Pinellas County, Florida. The Agreement will be governed by and construed under the laws of the State of Florida. Each Party consents to the jurisdiction of such court in any such civil action or legal proceeding and waives any objection to the above laying of venue of any such civil action or legal proceeding in such court. This provision will survive completion or termination of this Agreement.

19.4 Inspector General. The Consultant and any sub-consultants understand and will comply with section 20.055(5) of the Florida Statutes and agree to cooperate with the inspector general in any investigation, audit, inspection, review or hearing pursuant to that section.

19.5 Notice. All notices required to be given to the City or Consultant under this Agreement must be sent by (a) registered or certified mail, and notice will be deemed to have been given on the date of acceptance; or (b) delivery (i.e., courier or other hand delivery), overnight delivery, email or facsimile transmission, and notice will be deemed to have been given on the day of delivery or transmission. If the day of notice is a Saturday, Sunday, or legal holiday, notice will be deemed to have been given on the first calendar day thereafter which is not a Saturday, Sunday, or legal holiday. All notices required to be given to the City must be made to the City at:
City of Treasure Island  
Attention: Michael Munger – Purchasing Coordinator  
120 108th Avenue  
Treasure Island, Florida 33706  
Phone: (727)-547-4575  
Fax: (727)-547-4582  
mmunger@mytreasureisland.org

Or to such other address or facsimile number as the City may direct from time to time by written notice forwarded to the Consultant as provided above.  
All notices required to be given to Consultant in this Agreement must be sent to Consultant at:

<table>
<thead>
<tr>
<th>Company</th>
<th>Cardno, Inc.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Attention</td>
<td>Douglas E. Stoker, PE</td>
</tr>
<tr>
<td>Address</td>
<td>380 Park Place Blvd., Suite 300</td>
</tr>
<tr>
<td></td>
<td>Clearwater, FL 33759</td>
</tr>
<tr>
<td>Phone</td>
<td>727.531.3505</td>
</tr>
<tr>
<td>Fax</td>
<td>727.539.1294</td>
</tr>
<tr>
<td>Email</td>
<td><a href="mailto:doug.stoker@cardno.com">doug.stoker@cardno.com</a></td>
</tr>
</tbody>
</table>

or to such address or facsimile number as the Consultant may direct from time to time by written notice forwarded to the City as provided above. E-mail transmittal of notices are considered delivered as of the date of electronic transmission. Both parties will supplement emailed notices with a formal version of the notice as outlined above.

19.6 Conflict. It is understood and agreed by the Parties that if any part, term or provision of this Agreement is held to be illegal or in conflict with any law, the validity of the remaining portions or provisions will not be affected, and the rights and obligations of the Parties will be construed and enforced as if the Agreement did not contain the particular part, term or provision held to be invalid.

19.7 Interpretation. The Parties represent and warrant that they have entered into this Agreement relying wholly upon their own judgment, belief and knowledge of the nature, extent, effect and duration of any actions, damages and liability therefore. The Parties represent that they enter into this Agreement without relying upon any statement or representation of the adverse parties other than what has been set forth in writing in this Agreement. The Parties represent that they have had the opportunity to discuss this matter with counsel of their choosing and are satisfied with its counsel and the advice received. The Parties understand this
Agreement's contents and agree that this Agreement will not be construed more strongly against any party, regardless of who is responsible for its preparation or drafting. The Parties further declare and represent that no promise, inducement, agreement or understanding not expressed in this Agreement has been made to an adverse party and that this Agreement contains the entire agreement between the Parties and that the terms of this Agreement are contractual and not a mere recital. This Agreement will be deemed and treated as drafted jointly by all the Parties, and no term, condition or provision of this Agreement will be construed more strictly against any Party.

All words used in this Agreement in the singular will extend to and include the plural, and the use of any gender will extend to and include all genders. The term "including" is not limiting. The captions and headings in this Agreement are for convenience of reference only and in no way define or limit the scope or content of this Agreement or in any way affect its provisions.

19.8 Consideration. Each party acknowledges and agrees that the covenants under this Agreement, together with the consideration exchanged under this Agreement, constitute full, fair and valuable consideration for the transfers, transactions and releases required of and by the Parties pursuant to the provisions of this Agreement and that, by virtue of the above-referenced consideration, the Parties have received reasonably equivalent value in exchange for their obligations under this Agreement. The Parties acknowledge and agree that each has received and reviewed a copy of this Agreement in the presence of their respective, independent counsel retained by them. Each party understands the purport, tenor, and effect of this Agreement, and has entered into this Agreement freely and voluntarily.

19.9 Authority. Each of the Parties covenants to the other party that it has lawful authority to enter into this Agreement, that the governing or managing body of each of the Parties has approved this Agreement and that the governing or managing body of each of the Parties has authorized the execution of this Agreement in the manner set forth in this Agreement.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]
IN WITNESS WHEREOF, the City and Consultant have made and executed this Agreement on the
date and year first above written.

WITNESSES:

CONSULTANT

Cardno, Inc.
Company Name

Signature

Donna Douglas
Printed Name

Vice President / Contract Manager
Title

Douglas E. Stoker, PE
Printed Name

CITY OF TREASURE ISLAND, FLORIDA

City Clerk

Mayor

Approved as to form and sufficiency:

City Attorney
## EXHIBIT B: RFQ 18-19-07 Contract Rates

<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Chief Engineer/Scientist</td>
<td>$75.00</td>
<td>$225.00</td>
<td>$231.75</td>
<td>$238.70</td>
<td>$245.86</td>
<td>$253.24</td>
<td>$260.84</td>
</tr>
<tr>
<td>Principal Engineer/Scientist</td>
<td>$67.00</td>
<td>$201.00</td>
<td>$207.03</td>
<td>$213.24</td>
<td>$219.64</td>
<td>$226.23</td>
<td>$233.01</td>
</tr>
<tr>
<td>Senior Project Manager</td>
<td>$60.00</td>
<td>$180.00</td>
<td>$185.40</td>
<td>$190.96</td>
<td>$196.69</td>
<td>$202.59</td>
<td>$208.67</td>
</tr>
<tr>
<td>Senior Engineer/Scientist/Geologist</td>
<td>$56.67</td>
<td>$170.01</td>
<td>$175.11</td>
<td>$180.36</td>
<td>$185.77</td>
<td>$191.35</td>
<td>$197.09</td>
</tr>
<tr>
<td>Senior Project Engineer/Scientist</td>
<td>$51.67</td>
<td>$155.01</td>
<td>$159.66</td>
<td>$164.45</td>
<td>$169.38</td>
<td>$174.47</td>
<td>$179.70</td>
</tr>
<tr>
<td>Senior Planner</td>
<td>$51.67</td>
<td>$155.01</td>
<td>$159.66</td>
<td>$164.45</td>
<td>$169.38</td>
<td>$174.47</td>
<td>$179.70</td>
</tr>
<tr>
<td>Project Manager</td>
<td>$53.00</td>
<td>$150.00</td>
<td>$154.50</td>
<td>$159.14</td>
<td>$163.91</td>
<td>$168.83</td>
<td>$173.89</td>
</tr>
<tr>
<td>Project Engineer/Scientist</td>
<td>$43.67</td>
<td>$140.01</td>
<td>$144.21</td>
<td>$148.54</td>
<td>$152.99</td>
<td>$157.58</td>
<td>$162.31</td>
</tr>
<tr>
<td>Sr Env Specialist/Geologist</td>
<td>$43.67</td>
<td>$140.01</td>
<td>$144.21</td>
<td>$148.54</td>
<td>$152.99</td>
<td>$157.58</td>
<td>$162.31</td>
</tr>
<tr>
<td>Chief Archaeologist</td>
<td>$45.00</td>
<td>$135.00</td>
<td>$139.05</td>
<td>$143.22</td>
<td>$147.52</td>
<td>$151.94</td>
<td>$156.56</td>
</tr>
<tr>
<td>Chief Designer</td>
<td>$43.33</td>
<td>$129.99</td>
<td>$133.89</td>
<td>$137.91</td>
<td>$142.04</td>
<td>$146.30</td>
<td>$150.69</td>
</tr>
<tr>
<td>Utility Coordinator</td>
<td>$40.00</td>
<td>$120.00</td>
<td>$123.50</td>
<td>$127.31</td>
<td>$131.13</td>
<td>$135.06</td>
<td>$139.11</td>
</tr>
<tr>
<td>Senior Designer</td>
<td>$33.33</td>
<td>$114.99</td>
<td>$118.44</td>
<td>$121.99</td>
<td>$125.65</td>
<td>$129.42</td>
<td>$133.30</td>
</tr>
<tr>
<td>Technical Editor</td>
<td>$33.33</td>
<td>$114.99</td>
<td>$118.44</td>
<td>$121.99</td>
<td>$125.65</td>
<td>$129.42</td>
<td>$133.30</td>
</tr>
<tr>
<td>Engineer</td>
<td>$35.00</td>
<td>$108.00</td>
<td>$111.24</td>
<td>$114.58</td>
<td>$118.01</td>
<td>$121.55</td>
<td>$125.20</td>
</tr>
<tr>
<td>Designer</td>
<td>$31.67</td>
<td>$95.01</td>
<td>$97.86</td>
<td>$100.90</td>
<td>$103.82</td>
<td>$108.93</td>
<td>$110.14</td>
</tr>
<tr>
<td>Eng Intern/Env Specialist/Project G</td>
<td>$33.00</td>
<td>$90.00</td>
<td>$92.70</td>
<td>$95.48</td>
<td>$98.35</td>
<td>$101.30</td>
<td>$104.33</td>
</tr>
<tr>
<td>Senior Archaeologist/Field Tech</td>
<td>$33.00</td>
<td>$90.00</td>
<td>$92.70</td>
<td>$95.48</td>
<td>$98.35</td>
<td>$101.30</td>
<td>$104.33</td>
</tr>
<tr>
<td>GIS Specialist</td>
<td>$23.00</td>
<td>$87.00</td>
<td>$89.61</td>
<td>$92.30</td>
<td>$95.07</td>
<td>$97.92</td>
<td>$100.86</td>
</tr>
<tr>
<td>Staff Scientist/Ecologist/Geologist</td>
<td>$23.33</td>
<td>$84.99</td>
<td>$87.54</td>
<td>$90.17</td>
<td>$92.87</td>
<td>$95.66</td>
<td>$98.53</td>
</tr>
<tr>
<td>Project Assistant/Coordinator</td>
<td>$23.00</td>
<td>$84.00</td>
<td>$86.52</td>
<td>$89.12</td>
<td>$91.79</td>
<td>$94.54</td>
<td>$97.38</td>
</tr>
<tr>
<td>Engineering/Science Technician</td>
<td>$26.67</td>
<td>$80.01</td>
<td>$82.41</td>
<td>$84.88</td>
<td>$87.43</td>
<td>$90.05</td>
<td>$92.75</td>
</tr>
<tr>
<td>CADD/Computer Technician</td>
<td>$25.00</td>
<td>$75.00</td>
<td>$77.25</td>
<td>$79.57</td>
<td>$81.95</td>
<td>$84.41</td>
<td>$86.95</td>
</tr>
<tr>
<td>Secretary/Clerical</td>
<td>$23.33</td>
<td>$69.99</td>
<td>$72.09</td>
<td>$74.25</td>
<td>$76.48</td>
<td>$78.77</td>
<td>$81.14</td>
</tr>
<tr>
<td>Archaeologist/Field Tech</td>
<td>$23.33</td>
<td>$69.99</td>
<td>$72.09</td>
<td>$74.25</td>
<td>$76.48</td>
<td>$78.77</td>
<td>$81.14</td>
</tr>
<tr>
<td>3-Person Survey Crew</td>
<td>$171.00</td>
<td>$513.00</td>
<td>$528.39</td>
<td>$544.24</td>
<td>$560.57</td>
<td>$577.39</td>
<td>$594.71</td>
</tr>
<tr>
<td>4-Person Survey Crew</td>
<td>$215.00</td>
<td>$645.00</td>
<td>$664.35</td>
<td>$684.28</td>
<td>$704.81</td>
<td>$725.95</td>
<td>$747.73</td>
</tr>
<tr>
<td>5-Person Survey Crew</td>
<td>$259.00</td>
<td>$777.00</td>
<td>$800.31</td>
<td>$824.32</td>
<td>$849.05</td>
<td>$874.52</td>
<td>$900.76</td>
</tr>
<tr>
<td>SUE Locating Crew &amp; Equipment</td>
<td>$331.00</td>
<td>$993.00</td>
<td>$1,022.79</td>
<td>$1,053.47</td>
<td>$1,085.08</td>
<td>$1,117.63</td>
<td>$1,151.16</td>
</tr>
<tr>
<td>SUEDesignating Crew &amp; Equipment</td>
<td>$275.00</td>
<td>$825.00</td>
<td>$849.75</td>
<td>$875.24</td>
<td>$901.50</td>
<td>$928.54</td>
<td>$956.40</td>
</tr>
</tbody>
</table>

Overhead/Fringe multiplier:** 3.00

Signature: [Signature]

Printed Name: Doug Stoker

Date: 30-Aug-19

Notes:

* Rates effective January 2024 will expire upon the 5-year anniversary of the contract effective date.

** Overhead/Fringe Multiplier to remain constant throughout contract
CONTRACT BETWEEN THE CITY OF TREASURE ISLAND AND
Kimley-Horn and Associates, Inc.
PERTAINING TO ENGINEERING, MAPPING & LANDSCAPE
ARCHITECTURAL SERVICES RFQ 18-19-07
AGREEMENT FOR PROFESSIONAL SERVICES -
DISCIPLINE: 3 - Landscape Architecture

This Agreement is made and entered into on the day of , 2019, by and between the City of Treasure Island, Florida (City) and Kimley-Horn and Associates, Inc (Consultant) (collectively the “Parties”).

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, the City selected the Consultant in accordance with the competitive selection process described in Section 287.055 of the Florida Statutes, and based on information and representations given by the Consultant in a Statement for Qualifications dated May 6, 2019.

NOW, THEREFORE, in consideration of the premises and the mutual benefits which will accrue to the parties in carrying out the terms of this Agreement, it is mutually understood and agreed as follows:

1.0 AGREEMENT DOCUMENTS

This Agreement (also referred to as “Contract”) consists of this document including any and all attachments, the Request for Qualifications (RFQ) required Documents for RFQ No. 18-19-07, and Consultant's proposal submitted in response to the RFQ on or before May 6, 2019, as if all components were set forth in this Agreement verbatim. In the event of a conflict between the terms and conditions provided in this document including the attachments and the RFQ or proposal, the provisions in this document will prevail. No amendment will be effective until and unless reduced to writing and executed by the Parties.
2.0 GENERAL SCOPE OF THIS AGREEMENT

The relationship of Consultant to the City will be that of a professional consultant, and Consultant will provide the professional and technical services required under this Agreement in accordance with acceptable engineering practices and ethical standards.

Consultant has the discretion, subject to the requirement that it perform the services required under this Agreement competently and professionally in accordance with the applicable professional standards and otherwise comply with the terms of this Agreement, to select the means and methods of performing such services. In this regard, Consultant is fully responsible for the employment, direction, supervision, compensation and control of any and all persons employed or retained by the Consultant. Neither Consultant nor Consultant's contractors, subcontractors, consultants, sub-consultants, suppliers, experts, or other persons or organizations retained or utilized by Consultant for the services required under this Agreement will be considered by reason of the provisions of this Agreement or otherwise as being an employee or agent of the City. Consultant shall comply with all workers' compensation, employers' liability and other Federal, State, and municipal laws, ordinances, and regulations required of an employer performing services as provided in this agreement contemplated. Furthermore, Consultant is responsible for paying all income and employment taxes, and the City will not be responsible for collecting and paying withholding, FUTA, FICA and any other state or federal taxes.

Consultant shall perform all services in accordance with generally accepted professional standards. Consultant shall perform all services as expeditiously as is consistent with professional skill and care and the orderly progress of the work. All work of any kind, must conform to and be in compliance with, and Consultant shall be familiar with all applicable codes, laws, ordinances, regulations and restrictions, guidelines, standards, procedures and directives.

3.0 PROFESSIONAL TECHNICAL SERVICES

3.1 It shall be the responsibility of the Consultant to work with and for the City to provide Engineering/Mapping/Landscape Architectural Services within discipline: Landscape Architectural Services.

3.2 The documents will be prepared in sequence under individual work orders.

3.3 The Consultant shall perform all services in accordance with generally accepted professional standards. The Consultant shall perform all services as expeditiously as is consistent with professional skill and care and the orderly progress of the work. All work of any kind, shall conform to and be in compliance with, and the Consultant shall be familiar with all applicable codes, laws, ordinances, regulations and restrictions, guidelines, standards, procedures and directives.
3.4 The Consultant’s services under this Agreement will be provided under Work Authorizations. Generally, each Work Authorization will include the services for a single project or assignment, and it will contain a mutually agreed-upon detailed scope of work, fee, and schedule of performance in accordance with applicable fiscal and budgetary constraints.

3.5 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 architect services under this Agreement, and must diligently execute the work to meet the completion time established in Work Authorization. The Consultant will not sublet, assign or transfer work under this Agreement to another associated firm, a subcontractor or a Sub-consultant without the prior written consent of the City. The Consultant will require all associated firm-type firms, subcontractors and Sub-consultants to adhere to the terms of this Agreement and the utilization of any such associated firm-type firm, subcontractor or sub-consultant by the Consultant will not relieve the Consultant from any liability or responsibility to the City pursuant to the provisions of this Agreement or any duly executed work authorizations.

3.6 The City reserves the right to enter into contracts with other consulting firms for similar services. The Consultant will, when directed to do so by the City, coordinate and work with other consulting firms retained by the City.

3.7 At all times during the performance of any of the services required under this Agreement, Consultant shall comply with Title VII of the Civil Rights Act of 1964, as amended (45 C.F.R. Part 1010), and the Florida Civil Rights Act of 1992. Consultant shall not discriminate in any form or manner against its employees or applicants for employment on the basis of race, color, national origin, religion, sex, age, handicap or marital status. Further, Consultant shall comply with all applicable rules, regulations or executive order promulgated to give effect to the Civil Rights Act of 1964, as amended.

4.0 WORK AUTHORIZATIONS

4.1 There is no guarantee of work under this Agreement. Consultant shall begin work promptly after receipt of a fully executed copy of each Work Authorization, in accordance with Paragraph 3.2, above. Receipt of a fully executed Work Authorization constitutes written notice to proceed.

4.2 If Consultant’s services called for under any Work Authorization are delayed for reasons beyond the Consultant’s control, the time of performance will be adjusted as appropriate.
4.3 It is the intent of the Parties that this Agreement continue in force until five (5) years from the date of initiation, with the option of the City to provide up to one two-year extension, subject to the provisions for termination contained in this Agreement. Assignments that are in progress at the Agreement termination date will be completed by the Consultant unless specifically terminated by the City.

4.4 Consultant acknowledges and agrees that time is of the essence with respect to its performance under this Agreement and any Work Authorization.

4.5 If the project described in any Work Authorization is suspended, canceled, or abandoned by the City, without affecting any other Work Authorization or this Agreement, the Consultant will be given five (5) days prior written notice of such action and will be compensated for professional services provided up to the date of suspension, cancellation or abandonment.

4.6 Each Work Authorization may establish the following:

a) A title for the project and/or Work Authorization number;

b) A general description of the purpose of the work;

c) A clear and concise description of each item of the scope of work to be performed in sufficient detail to reasonably assure both Parties as to the extent and cost of each service to be performed;

d) The scope items to which a lump sum fee applies and the total compensation that will be paid to the Consultant by the City for completion of the project services;

e) The scope items, which time charges apply, the rates at which they will be charged by personnel category, and the maximum total compensation amount to which they are limited for each scope item;

f) The expenses qualified for reimbursement, and the rates at which they will be charged by expense category, and the maximum total reimbursement amount to which they are limited;

g) Description of deliverables;

h) The committed date of completion of the services and deliverables, with intermediate milestone dates where appropriate;

i) When sub-consultants are to be utilized, the scope items in which they will be involved, the extent to which they will be involved, and the above-referenced fees and expenses attributable to them;
j) A designated person to act on the Consultant’s behalf on all matters concerning the Work Authorization;

k) The contract manager designated by the City; and

l) Any additional details that may be required to describe the duties and obligations of the Parties with respect to a particular Work Authorization.

5.0 PROFESSIONAL SERVICES/CONSULTANT’S COMPETITIVE NEGOTIATION ACT (CCNA) - Florida Statute 287.055

Professional Services provided under this Contract are within the scope of the practice of architecture, landscape architecture, professional engineering, or registered land surveying, as defined by the laws of the State of Florida. Section 287.055 of the Florida Statutes applies to this Contract.

6.0 GENERAL CONSIDERATIONS

6.1 All documents including field books, drawings, specifications, calculations, geotechnical investigation reports, etc., used in the preparation of the work must be supplied by the Consultant and will become the property of the City and must be made available to the City upon request at any reasonable time, including all finished or unfinished documents and other data prepared or obtained by the Consultant upon the termination of this Contract in whole or in part. 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.

6.2 The Consultant will provide expert witnesses, if required by the City, 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 will provide a basis for compensation to the Consultant.

6.3 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. The City does not warrant the accuracy or completeness of the information authored by third parties. The Consultant is responsible for independently verifying the information contained in any documents provided.

6.4 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.
6.5 Key personnel assigned to City projects by the Consultant may 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.

6.6 The Consultant shall attach a brief status report on the project(s) with each request for payment.

6.7 The Consultant warrants it is duly permitted by the laws of the State of Florida to render engineering services in the State of Florida and that one or more of its officers and employees are duly registered as professional engineers in the State of Florida. The Consultant recognizes that in rendering or performing professional services pursuant to the provisions of this Agreement, the Consultant is working for the residents of the City of Treasure Island, Florida, subject to public observation, scrutiny and inquiry and based upon said recognition, the Consultant shall in all of its relationships with the City pursuant to the provisions of this Agreement conduct itself in accordance with all of the recognized applicable ethical standards set by any related national societies, and the reasonable traditions to perform services.

7.0 COMPENSATION

7.1 The Consultant will be compensated for all services rendered under this Agreement in accordance with the provisions of each Work Authorization, upon presentation of Consultant’s invoice. An hourly rate schedule and typical methods of compensation are attached as Exhibit “B”. The amount of compensation paid to the Consultant will in no event exceed the amount set forth in the Work Authorization. The amount of per diem and travel expenses paid by the City to the Consultant will be limited to the extent set forth in section 112.061 of the Florida Statutes.

7.2 Except as may be addressed in the initiating Work Authorization, the compensation for services will be invoiced by the Consultant and paid by the City once each month. Such invoices will be due and payable upon receipt.

7.3 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. Recognizing that the City is a public entity, the Consultant shall provide all of the necessary documents and records to the City, and to any independent auditor of the City upon request, as necessary pursuant to acceptable accounting standards applicable to public bodies and to provide the necessary audit trail and justification for the City paying said compensation and expenses.
7.4 Services to be performed in accordance with this Agreement are subject to the annual appropriation of funds by the City. In its sole discretion, the City reserves the right to forgo use of Consultant for any project which may fall within the Scope of Services listed in this Agreement.

8.0 REPRESENTATIONS

8.1 CITY REPRESENTATIONS: The City conducted public announcement, qualification, competitive selection and competitive negotiation procedures for an Agreement in accordance with Section 287.055 of the Florida Statutes, the Consultants’ Competitive Negotiation Act (CCNA). The request for proposals (RFQ 18-19-07) (the RFQ) was publicly advertised on, March 8, 2019. Statements of Qualifications (SOQs) were received by the deadline, including the Consultant's SOQ. The SOQs were publicly opened on May 6, 2019. An Evaluation Committee met publicly and reached consensus on the shortlist ranking. The City certified the short-listed firms, which included the Consultant, as qualified and authorized negotiation of the Agreement at a public meeting. The City has determined that it is necessary, expedient, and in its best interest to enter into this Agreement with the Consultant for the performance of professional consulting services.

8.2 CONSULTANT REPRESENTATIONS: The Consultant submitted and stands behind its proposal in response to the above RFQ as accepted into the record of the City, with the knowledge that the City is relying on the proposal as an inducement for entering into this Agreement. The Consultant acknowledges that the City also relied upon the Consultant's representations identified in this Agreement as an inducement for entering into this Agreement.

The Consultant is legally authorized to and, by capacity and experience, is qualified to perform and render all of the professional consulting engineering services identified in this Agreement and the professional qualifications of the Consultant was material inducement for the City to enter into this Agreement with the Consultant.

The Consultant, in representing the City, shall promote the best interest of the City and assume towards the City a responsible professional relationship consistent with mutual confidence and fair dealing between Consultant and the City.

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 is has not paid or agreed to pay any persons, 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. Consultant represents that it has complied with the provision of section 287.055(6) of the Florida Statutes.

The Consultant currently has no potential or actual conflict of interest with respect to providing professional services to the City. The Consultant agrees to notify the City in writing of any
commitments during the term of this Agreement which may constitute a potential or actual conflict of interest with respect to the professional services to be performed for the City. The Consultant agrees that it will not knowingly engage in any contractual or professional obligations that create an appearance of a conflict of interest with respect to the service provided pursuant to this Agreement.

The Consultant acknowledges that the City, as a unit of local government and as a subdivision of the State of Florida, is subject to controls, limitations, regulations and restraints imposed or administered pursuant to numerous applicable laws, ordinances, agreements, rules and regulations of federal, state, regional and certain local jurisdictions, governmental agencies or authorities. Additionally, the Consultant acknowledges that the City often receives grants and participates in grant or funding agreements from federal and state agencies. All services rendered or performed by the Consultant pursuant to any duly executed Work Authorization will be in conformance with any and all grant or funding agreements.

9.0 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 persons, 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.

10.0 TERMINATION

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. A substantial failure to perform in accordance with the terms of this Agreement, includes but is not limited to the following: (a) failure to begin services authorized under any particular Work Authorization within the time specified in that Work Authorization, or (b) failure to properly and timely perform the services required under this Agreement or as directed by the City, or (c) the bankruptcy or insolvency or a general assignment for the benefit of creditors by Consultant or by any of Consultant's principals, partners, officers or directors, or (d) failure to obey and comply with any applicable laws, ordinances, regulations, agency agreements or other codes of conduct. In the event of any such termination, the City is not obligated to make any further payments to Consultant until such time as the City has determined all direct costs, expenses, losses and damages which the City may have incurred as a result of such default by Consultant, whereupon the City shall be entitled to set off all costs, expenses, losses and damages so incurred by the City against any amounts due Consultant for services properly performed.
11.0 TERMINATION OF 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 in this Agreement, the Consultant will be paid for services rendered through the date of termination.

12.0 PAYMENT WHEN SERVICES ARE TERMINATED

In the event of termination of this Agreement by the City, and not due to the fault of the Consultant, the City will compensate the Consultant for all authorized services performed prior to the effective date of termination.

In the event of termination of this Agreement due to the fault of the Consultant, or at the written request of the Consultant, the City will compensate the Consultant for all authorized services completed, prior to the effective date of termination, which have resulted in a usable product or otherwise tangible benefit to the City. All such payments will be subject to an offset for any damages incurred by the City resulting from any delay occasioned by early termination. This provision will in no way be construed as the sole remedy available to the City in the event of breach by the Consultant.

13.0 SUSPENSION, CANCELLATION OR ABandonMENT

If the project described in any Work Authorization is suspended, canceled, or abandoned by the City, without affecting any other Work Authorization or this Agreement, the Consultant will be given five (5) days prior written notice of such action and will be compensated for professional services provided up to the date of suspension, cancellation or abandonment.

This Agreement will be administered and interpreted under the laws of the State of Florida.

14.0 INDEPENDENT CONSULTANT

This Agreement does not create an employee/employer relationship between the parties. It is the parties’ intention that the Consultant, its employees, sub-consultants, representatives, volunteers, and the like, will be an independent Consultant and not an employee of the City for all purposes, including, but not limited to, the application of the following, as amended: the Fair Labor Standards Act minimum wage and overtime payments, the Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State of Florida revenue and taxation laws, the State of Florida workers’ compensation laws, the State of Florida unemployment insurance laws, and the Florida Retirement System benefits. The Consultant will retain sole and absolute discretion in the judgment on the manner and means of carrying out the Consultant’s activities and responsibilities under this Agreement.
15.0 INSURANCE

The Consultant shall maintain such insurance as specified in in General Conditions, Paragraph 37 - Insurance Requirements, of RFQ 18-19-07 to protect the City from any or all claims for property damage, personal injury, and bodily injury including death, which may arise from operations under this Agreement. Certificates of such insurance must be provided to the City prior to the City issuing the Purchase Order to the Consultant and will also be subject to its approval for adequacy of protection. The City must be named as an additional insured under all policies.

16.0 PROFESSIONAL LIABILITY

The Consultant recognizes that the registered persons practicing engineering with the Consultant as provided in Chapter 471 of the Florida Statutes are not relieved from personal liability for their professional acts and each registered person practicing engineering with the Consultant who performs consulting engineering services for the City pursuant to this Agreement or any particular Work Authorization will be liable in accordance with section 471.023(3) of the Florida Statutes.

17.0 INDEMNIFICATION

17.1 To the greatest extent permitted by law, the Consultant shall indemnify and hold harmless the City, its officers, employees, and agents from and against claims, causes of action, lawsuits, damages, judgments, losses and expenses, whether direct, indirect or consequential, including but not limited to, bodily injury, sickness, disease or death, personal injury, or injury to or destruction of tangible property, including loss of use, to the extent such claims are caused by the negligent or reckless acts or errors or omissions, or intentional wrongful misconduct by the Consultant, any sub-consultant or any other person or organization employed or utilized by Consultant to perform or furnish any of the services required under this Agreement, or anyone for whose acts any of them may be liable. This indemnity will include, but not be limited to, reasonable charges of engineers, attorneys, legal assistants, and other professionals, and costs of both defense and appeal in a court of law, or arbitration, or other tribunal, for any reason. This indemnification also includes claims, damages, losses, and expenses, including reasonable attorneys', experts', and legal assistants' fees and costs, to the extent caused by infringement of patents or copyrights, or public record violations incident to providing the services required under this Agreement. It is specifically understood and agreed that this indemnification provision does not cover or indemnify the City for its own negligence. This Indemnification provision will survive completion or termination of this Agreement.

17.2 Nothing in this Agreement will be interpreted as a waiver by the City of its rights, including the limitations of the waiver of immunity, as set forth in Section 768.28 of the Florida Statutes or
any other statutes, and the City expressly reserves these rights to the fullest extent allowed by law. This provision will survive completion or termination of this Agreement.

18.0 PUBLIC RECORDS

The Consultant acknowledges that the portion of its books and records related to its contracting activities with the City may become subject to inspection and copying under the Florida Public Records Act. The Consultant agrees to comply with the Florida Public Records Act, as applicable, including, but not limited to section 119.0701 of the Florida Statutes. The Consultant agrees, to the extent required by law, to:

1. Keep and maintain public records that ordinarily and necessarily would be required by the public agency in performing the services of the Agreement;
2. Provide the public with access to the public records under the same terms and conditions that the City would provide the records and at a cost that does not exceed the cost provided for by law;
3. Ensure that the public records that are exempt or confidential, and exempt from public record disclosure requirements, are not disclosed, except as authorized by law; and
4. Meet all requirements where retained public records and transfer, at no cost, to the City, all public records in possession of the Consultant, upon termination or completion of the Agreement and destroy any duplicate public records that are exempt or confidential, or exempt from public record disclosure requirements.

Furthermore, the Consultant agrees that all records stored electronically will be provided to the City in a format that is compatible with the information technology systems of the City. The Consultant shall promptly provide the City with a copy of any request to inspect or copy public records that Consultant receives and a copy of the Consultant's response to each request. The Consultant understands and agrees that failure to provide access to the public records will be a material breach of the Agreement, its amendments, and Work Authorizations.

**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 AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:**

**CITY CLERK, CITY OF TREASURE ISLAND**

120 108TH AVENUE
TREASURE ISLAND, FLORIDA 33706
PHONE: (727)-547-4575
FAX: (727)-547-4582
RNICKERSON@MYTREASUREISLAND.ORG
19.0 MISCELLANEOUS TERMS.

19.1 Assignment. 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. The Consultant shall not assign or transfer its interest in this Agreement without written consent of the City.

19.2 Administration. The City authorizes the City Manager to administer the terms and conditions of this Agreement on behalf of the City and to make all managerial decisions on behalf of the City as they relate to the provisions of this Agreement. The City Manager will have the authority to transmit instructions, receive information, interpret and define the policy of the City and decisions pertinent to services covered by this Agreement. The City Manager has the right from time to time to designate such other employee of the City as the City Manager may deem advisable to perform administrative and managerial functions as they relate to provisions of this Agreement.

19.3 Litigation. The services must be performed by the Consultant to the reasonable satisfaction of the City and all questions, difficulties and disputes of any nature whatsoever that may arise under or by reason of this Agreement, any duly executed Work Authorization, the prosecution fulfillment of the services under this Agreement and the character, quality, amount and value, which cannot be settled by mutual agreement of the Parties will be settled by recourse to litigation under Florida law in the appropriate court in Pinellas County, Florida. The Agreement will be governed by and construed under the laws of the State of Florida. Each Party consents to the jurisdiction of such court in any such civil action or legal proceeding and waives any objection to the above laying of venue of any such civil action or legal proceeding in such court. This provision will survive completion or termination of this Agreement.

19.4 Inspector General. The Consultant and any sub-consultants understand and will comply with section 20.055(5) of the Florida Statutes and agree to cooperate with the inspector general in any investigation, audit, inspection, review or hearing pursuant to that section.

19.5 Notice. All notices required to be given to the City or Consultant under this Agreement must be sent by (a) registered or certified mail, and notice will be deemed to have been given on the date of acceptance; or (b) delivery (i.e., courier or other hand delivery), overnight delivery, email or facsimile transmission, and notice will be deemed to have been given on the day of delivery or transmission. If the day of notice is a Saturday, Sunday, or legal holiday, notice will be deemed to have been given on the first calendar day thereafter which is not a Saturday, Sunday, or legal holiday. All notices required to be given to the City must be made to the City at:
City of Treasure Island  
Attention: Michael Munger – Purchasing Coordinator  
120 108th Avenue  
Treasure Island, Florida 33706  
Phone: (727)-547-4575  
Fax: (727)-547-4582  
mmunger@mytreasureisland.org

Or to such other address or facsimile number as the City may direct from time to time by written notice forwarded to the Consultant as provided above.

All notices required to be given to Consultant in this Agreement must be sent to Consultant at:

<table>
<thead>
<tr>
<th>Company:</th>
<th>Kimley-Horn and Associates</th>
</tr>
</thead>
<tbody>
<tr>
<td>Attention:</td>
<td>Jonathan Thigpen, P.E.</td>
</tr>
<tr>
<td>Address:</td>
<td>189 South Orange Avenue, Suite 1000</td>
</tr>
<tr>
<td></td>
<td>Orlando, FL 32801</td>
</tr>
<tr>
<td>Phone:</td>
<td>407-427-1634</td>
</tr>
<tr>
<td>Fax:</td>
<td>561-863-8175</td>
</tr>
<tr>
<td>Email:</td>
<td><a href="mailto:Jonathan.Thigpen@kimley-horn.com">Jonathan.Thigpen@kimley-horn.com</a></td>
</tr>
</tbody>
</table>

or to such address or facsimile number as the Consultant may direct from time to time by written notice forwarded to the City as provided above. E-mail transmittal of notices are considered delivered as of the date of electronic transmission. Both parties will supplement emailed notices with a formal version of the notice as outlined above.

19.6 Conflict. It is understood and agreed by the Parties that if any part, term or provision of this Agreement is held to be illegal or in conflict with any law, the validity of the remaining portions or provisions will not be affected, and the rights and obligations of the Parties will be construed and enforced as if the Agreement did not contain the particular part, term or provision held to be invalid.

19.7 Interpretation. The Parties represent and warrant that they have entered into this Agreement relying wholly upon their own judgment, belief and knowledge of the nature, extent, effect and duration of any actions, damages and liability therefore. The Parties represent that they enter into this Agreement without relying upon any statement or representation of the adverse parties other than what has been set forth in writing in this Agreement. The Parties represent that they have had the opportunity to discuss this matter with counsel of their choosing and are satisfied with its counsel and the advice received. The Parties understand this
Agreement's contents and agree that this Agreement will not be construed more strongly against any party, regardless of who is responsible for its preparation or drafting. The Parties further declare and represent that no promise, inducement, agreement or understanding not expressed in this Agreement has been made to an adverse party and that this Agreement contains the entire agreement between the Parties and that the terms of this Agreement are contractual and not a mere recital. This Agreement will be deemed and treated as drafted jointly by all the Parties, and no term, condition or provision of this Agreement will be construed more strictly against any Party.

All words used in this Agreement in the singular will extend to and include the plural, and the use of any gender will extend to and include all genders. The term "including" is not limiting. The captions and headings in this Agreement are for convenience of reference only and in no way define or limit the scope or content of this Agreement or in any way affect its provisions.

19.8 Consideration. Each party acknowledges and agrees that the covenants under this Agreement, together with the consideration exchanged under this Agreement, constitute full, fair and valuable consideration for the transfers, transactions and releases required of and by the Parties pursuant to the provisions of this Agreement and that, by virtue of the above-referenced consideration, the Parties have received reasonably equivalent value in exchange for their obligations under this Agreement. The Parties acknowledge and agree that each has received and reviewed a copy of this Agreement in the presence of their respective, independent counsel retained by them. Each party understands the purport, tenor, and effect of this Agreement, and has entered into this Agreement freely and voluntarily.

19.9 Authority. Each of the Parties covenants to the other party that it has lawful authority to enter into this Agreement, that the governing or managing body of each of the Parties has approved this Agreement and that the governing or managing body of each of the Parties has authorized the execution of this Agreement in the manner set forth in this Agreement.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]
IN WITNESS WHEREOF, the City and Consultant have made and executed this Agreement on the date and year first above written.

WITNESSES:

[Signature]

[Printed Name]

CONSULTANT

Kimley-Horn and Associates, Inc.

[Signature]

Senior Vice President

[Title]

[Printed Name]

CITY OF TREASURE ISLAND, FLORIDA

[Signature]

Mayor

Approved as to form and sufficiency:

[Signature]

City Attorney
EXHIBIT B: RFQ 18-19-07 Contract Rates

Company Name: Kimley-Horn

Discipline: 3 - Landscape Architecture

<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Senior Professional 2</td>
<td>$ 87.33</td>
<td>$ 261.99</td>
<td>$ 273.78</td>
<td>$ 286.10</td>
<td>$ 298.97</td>
<td>$ 312.43</td>
<td>$ 326.49</td>
</tr>
<tr>
<td>Senior Professional 1</td>
<td>$ 76.34</td>
<td>$ 229.02</td>
<td>$ 239.33</td>
<td>$ 250.10</td>
<td>$ 261.35</td>
<td>$ 273.11</td>
<td>$ 285.40</td>
</tr>
<tr>
<td>Senior Project Manager</td>
<td>$ 73.41</td>
<td>$ 220.23</td>
<td>$ 230.14</td>
<td>$ 240.50</td>
<td>$ 251.32</td>
<td>$ 262.63</td>
<td>$ 274.45</td>
</tr>
<tr>
<td>Project Manager</td>
<td>$ 48.81</td>
<td>$ 146.43</td>
<td>$ 153.02</td>
<td>$ 159.91</td>
<td>$ 167.10</td>
<td>$ 174.62</td>
<td>$ 182.48</td>
</tr>
<tr>
<td>Project Professional 2</td>
<td>$ 63.27</td>
<td>$ 189.81</td>
<td>$ 198.35</td>
<td>$ 207.28</td>
<td>$ 216.60</td>
<td>$ 226.35</td>
<td>$ 236.54</td>
</tr>
<tr>
<td>Project Professional 1</td>
<td>$ 51.84</td>
<td>$ 155.52</td>
<td>$ 162.52</td>
<td>$ 169.83</td>
<td>$ 177.47</td>
<td>$ 185.46</td>
<td>$ 193.81</td>
</tr>
<tr>
<td>Professional 2</td>
<td>$ 42.23</td>
<td>$ 126.69</td>
<td>$ 132.39</td>
<td>$ 138.35</td>
<td>$ 144.57</td>
<td>$ 151.08</td>
<td>$ 157.88</td>
</tr>
<tr>
<td>Professional 1</td>
<td>$ 36.88</td>
<td>$ 110.64</td>
<td>$ 115.62</td>
<td>$ 120.82</td>
<td>$ 126.26</td>
<td>$ 131.94</td>
<td>$ 137.88</td>
</tr>
<tr>
<td>Analyst 3</td>
<td>$ 32.82</td>
<td>$ 98.46</td>
<td>$ 102.89</td>
<td>$ 107.52</td>
<td>$ 112.36</td>
<td>$ 117.42</td>
<td>$ 122.70</td>
</tr>
<tr>
<td>Analyst 2</td>
<td>$ 30.97</td>
<td>$ 92.91</td>
<td>$ 97.09</td>
<td>$ 101.46</td>
<td>$ 106.03</td>
<td>$ 110.80</td>
<td>$ 115.78</td>
</tr>
<tr>
<td>Analyst 1</td>
<td>$ 29.41</td>
<td>$ 88.23</td>
<td>$ 92.20</td>
<td>$ 96.35</td>
<td>$ 100.69</td>
<td>$ 105.22</td>
<td>$ 109.95</td>
</tr>
<tr>
<td>Senior Designer</td>
<td>$ 46.24</td>
<td>$ 138.72</td>
<td>$ 144.96</td>
<td>$ 151.49</td>
<td>$ 158.30</td>
<td>$ 165.43</td>
<td>$ 172.87</td>
</tr>
<tr>
<td>Designer</td>
<td>$ 39.72</td>
<td>$ 119.16</td>
<td>$ 124.52</td>
<td>$ 130.13</td>
<td>$ 135.98</td>
<td>$ 142.10</td>
<td>$ 148.50</td>
</tr>
<tr>
<td>CADD Technician</td>
<td>$ 28.17</td>
<td>$ 84.51</td>
<td>$ 88.31</td>
<td>$ 92.29</td>
<td>$ 96.44</td>
<td>$ 100.78</td>
<td>$ 105.31</td>
</tr>
<tr>
<td>Senior Admin / Tech Support</td>
<td>$ 46.00</td>
<td>$ 138.00</td>
<td>$ 144.21</td>
<td>$ 150.70</td>
<td>$ 157.48</td>
<td>$ 164.57</td>
<td>$ 171.97</td>
</tr>
<tr>
<td>Admin / Tech Support</td>
<td>$ 26.28</td>
<td>$ 78.84</td>
<td>$ 82.39</td>
<td>$ 86.10</td>
<td>$ 89.97</td>
<td>$ 94.02</td>
<td>$ 98.25</td>
</tr>
</tbody>
</table>

Overhead/Fringe multiplier:**  3.00

Signature

James M. Sumislawski

Printed Name

Notes:

* Rates effective January 2024 will expire upon the 5-year anniversary of the contract effective date.

** Overhead/Fringe Multiplier to remain constant throughout contract
CONTRACT BETWEEN THE CITY OF TREASURE ISLAND AND

Genesis-Halff, Inc.

PERTAINING TO ENGINEERING, MAPPING & LANDSCAPE
ARCHITECTURAL SERVICES RFQ 18-19-07

AGREEMENT FOR PROFESSIONAL SERVICES -

DISCIPLINE: 3 - Landscape Architecture

This Agreement is made and entered into on the day of , 2019, by
and between the City of Treasure Island, Florida (City) and (Consultant) (collectively the “Parties”).

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, the City selected the Consultant in accordance with the competitive selection process
described in Section 287.055 of the Florida Statutes, and based on information and representations given
by the Consultant in a Statement for Qualifications dated May 6, 2019.

NOW, THEREFORE, in consideration of the premises and the mutual benefits which will accrue to the
parties in carrying out the terms of this Agreement, it is mutually understood and agreed as follows:

1.0 AGREEMENT DOCUMENTS

This Agreement (also referred to as “Contract”) consists of this document including any and all
attachments, the Request for Qualifications (RFQ) required Documents for RFQ No. 18-19-07, and
Consultant’s proposal submitted in response to the RFQ on or before May 6, 2019, as if all components
were set forth in this Agreement verbatim. In the event of a conflict between the terms and conditions
provided in this document including the attachments and the RFQ or proposal, the provisions in this
document will prevail. No amendment will be effective until and unless reduced to writing and
executed by the Parties.
2.0 GENERAL SCOPE OF THIS AGREEMENT

The relationship of Consultant to the City will be that of a professional consultant, and Consultant will provide the professional and technical services required under this Agreement in accordance with acceptable engineering practices and ethical standards.

Consultant has the discretion, subject to the requirement that it perform the services required under this Agreement competently and professionally in accordance with the applicable professional standards and otherwise comply with the terms of this Agreement, to select the means and methods of performing such services. In this regard, Consultant is fully responsible for the employment, direction, supervision, compensation and control of any and all persons employed or retained by the Consultant. Neither Consultant nor Consultant's contractors, subcontractors, consultants, sub-consultants, suppliers, experts, or other persons or organizations retained or utilized by Consultant for the services required under this Agreement will be considered by reason of the provisions of this Agreement or otherwise as being an employee or agent of the City. Consultant shall comply with all workers' compensation, employers' liability and other Federal, State, and municipal laws, ordinances, and regulations required of an employer performing services as provided in this agreement contemplated. Furthermore, Consultant is responsible for paying all income and employment taxes, and the City will not be responsible for collecting and paying withholding, FUTA, FICA and any other state or federal taxes.

Consultant shall perform all services in accordance with generally accepted professional standards. Consultant shall perform all services as expeditiously as is consistent with professional skill and care and the orderly progress of the work. All work of any kind, must conform to and be in compliance with, and Consultant shall be familiar with all applicable codes, laws, ordinances, regulations and restrictions, guidelines, standards, procedures and directives.

3.0 PROFESSIONAL TECHNICAL SERVICES

3.1 It shall be the responsibility of the Consultant to work with and for the City to provide Engineering/Mapping/Landscape Architectural Services within discipline:

3 - Landscape Architecture

3.2 The documents will be prepared in sequence under individual work orders.

3.3 The Consultant shall perform all services in accordance with generally accepted professional standards. The Consultant shall perform all services as expeditiously as is consistent with professional skill and care and the orderly progress of the work. All work of any kind, shall conform to and be in compliance with, and the Consultant shall be familiar with all applicable codes, laws, ordinances, regulations and restrictions, guidelines, standards, procedures and directives.
3.4 The Consultant's services under this Agreement will be provided under Work Authorizations. Generally, each Work Authorization will include the services for a single project or assignment, and it will contain a mutually agreed-upon detailed scope of work, fee, and schedule of performance in accordance with applicable fiscal and budgetary constraints.

3.5 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 architect services under this Agreement, and must diligently execute the work to meet the completion time established in Work Authorization. The Consultant will not sublet, assign or transfer work under this Agreement to another associated firm, a subcontractor or a Sub-consultant without the prior written consent of the City. The Consultant will require all associated firm-type firms, subcontractors and Sub-consultants to adhere to the terms of this Agreement and the utilization of any such associated firm-type firm, subcontractor or sub-consultant by the Consultant will not relieve the Consultant from any liability or responsibility to the City pursuant to the provisions of this Agreement or any duly executed work authorizations.

3.6 The City reserves the right to enter into contracts with other consulting firms for similar services. The Consultant will, when directed to do so by the City, coordinate and work with other consulting firms retained by the City.

3.7 At all times during the performance of any of the services required under this Agreement, Consultant shall comply with Title VII of the Civil Rights Act of 1964, as amended (45 C.F.R. Part 1010), and the Florida Civil Rights Act of 1992. Consultant shall not discriminate in any form or manner against its employees or applicants for employment on the basis of race, color, national origin, religion, sex, age, handicap or marital status. Further, Consultant shall comply with all applicable rules, regulations or executive order promulgated to give effect to the Civil Rights Act of 1964, as amended.

4.0 WORK AUTHORIZATIONS

4.1 There is no guarantee of work under this Agreement. Consultant shall begin work promptly after receipt of a fully executed copy of each Work Authorization, in accordance with Paragraph 3.2, above. Receipt of a fully executed Work Authorization constitutes written notice to proceed.

4.2 If Consultant's services called for under any Work Authorization are delayed for reasons beyond the Consultant's control, the time of performance will be adjusted as appropriate.
4.3 It is the intent of the Parties that this Agreement continue in force until five (5) years from the date of initiation, with the option of the City to provide up to one two-year extension, subject to the provisions for termination contained in this Agreement. Assignments that are in progress at the Agreement termination date will be completed by the Consultant unless specifically terminated by the City.

4.4 Consultant acknowledges and agrees that time is of the essence with respect to its performance under this Agreement and any Work Authorization.

4.5 If the project described in any Work Authorization is suspended, canceled, or abandoned by the City, without affecting any other Work Authorization or this Agreement, the Consultant will be given five (5) days prior written notice of such action and will be compensated for professional services provided up to the date of suspension, cancellation or abandonment.

4.6 Each Work Authorization may establish the following:
   
a) A title for the project and/or Work Authorization number;
   
b) A general description of the purpose of the work;
   
c) A clear and concise description of each item of the scope of work to be performed in sufficient detail to reasonably assure both Parties as to the extent and cost of each service to be performed;
   
d) The scope items to which a lump sum fee applies and the total compensation that will be paid to the Consultant by the City for completion of the project services;
   
e) The scope items, which time charges apply, the rates at which they will be charged by personnel category, and the maximum total compensation amount to which they are limited for each scope item;
   
f) The expenses qualified for reimbursement, and the rates at which they will be charged by expense category, and the maximum total reimbursement amount to which they are limited;
   
g) Description of deliverables;
   
h) The committed date of completion of the services and deliverables, with intermediate milestone dates where appropriate;
   
i) When sub-consultants are to be utilized, the scope items in which they will be involved, the extent to which they will be involved, and the above-referenced fees and expenses attributable to them;
j) A designated person to act on the Consultant’s behalf on all matters concerning the Work Authorization;
k) The contract manager designated by the City; and
l) Any additional details that may be required to describe the duties and obligations of the Parties with respect to a particular Work Authorization.

5.0 PROFESSIONAL SERVICES/CONSULTANT’S COMPETITIVE NEGOTIATION ACT (CCNA) - Florida Statute 287.055

Professional Services provided under this Contract are within the scope of the practice of architecture, landscape architecture, professional engineering, or registered land surveying, as defined by the laws of the State of Florida. Section 287.055 of the Florida Statutes applies to this Contract.

6.0 GENERAL CONSIDERATIONS

6.1 All documents including field books, drawings, specifications, calculations, geotechnical investigation reports, etc., used in the preparation of the work must be supplied by the Consultant and will become the property of the City and must be made available to the City upon request at any reasonable time, including all finished or unfinished documents and other data prepared or obtained by the Consultant upon the termination of this Contract in whole or in part. 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.

6.2 The Consultant will provide expert witnesses, if required by the City, 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 will provide a basis for compensation to the Consultant.

6.3 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. The City does not warrant the accuracy or completeness of the information authored by third parties. The Consultant is responsible for independently verifying the information contained in any documents provided.

6.4 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.
6.5 Key personnel assigned to City projects by the Consultant may 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.

6.6 The Consultant shall attach a brief status report on the project(s) with each request for payment.

6.7 The Consultant warrants it is duly permitted by the laws of the State of Florida to render engineering services in the State of Florida and that one or more of its officers and employees are duly registered as professional engineers in the State of Florida. The Consultant recognizes that in rendering or performing professional services pursuant to the provisions of this Agreement, the Consultant is working for the residents of the City of Treasure Island, Florida, subject to public observation, scrutiny and inquiry and based upon said recognition, the Consultant shall in all of its relationships with the City pursuant to the provisions of this Agreement conduct itself in accordance with all of the recognized applicable ethical standards set by any related national societies, and the reasonable traditions to perform services.

7.0 COMPENSATION

7.1 The Consultant will be compensated for all services rendered under this Agreement in accordance with the provisions of each Work Authorization, upon presentation of Consultant’s invoice. An hourly rate schedule and typical methods of compensation are attached as Exhibit “B”. The amount of compensation paid to the Consultant will in no event exceed the amount set forth in the Work Authorization. The amount of per diem and travel expenses paid by the City to the Consultant will be limited to the extent set forth in section 112.061 of the Florida Statutes.

7.2 Except as may be addressed in the initiating Work Authorization, the compensation for services will be invoiced by the Consultant and paid by the City once each month. Such invoices will be due and payable upon receipt.

7.3 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. Recognizing that the City is a public entity, the Consultant shall provide all of the necessary documents and records to the City, and to any independent auditor of the City upon request, as necessary pursuant to acceptable accounting standards applicable to public bodies and to provide the necessary audit trail and justification for the City paying said compensation and expenses.
7.4 Services to be performed in accordance with this Agreement are subject to the annual appropriation of funds by the City. In its sole discretion, the City reserves the right to forgo use of Consultant for any project which may fall within the Scope of Services listed in this Agreement.

8.0 REPRESENTATIONS

8.1 CITY REPRESENTATIONS: The City conducted public announcement, qualification, competitive selection and competitive negotiation procedures for an Agreement in accordance with Section 287.055 of the Florida Statutes, the Consultants' Competitive Negotiation Act (CCNA). The request for proposals (RFQ 18-19-07) (the RFQ) was publicly advertised on, March 8, 2019. Statements of Qualifications (SOQs) were received by the deadline, including the Consultant's SOQ. The SOQs were publicly opened on May 6, 2019. An Evaluation Committee met publicly and reached consensus on the shortlist ranking. The City certified the short-listed firms, which included the Consultant, as qualified and authorized negotiation of the Agreement at a public meeting. The City has determined that it is necessary, expedient, and in its best interest to enter into this Agreement with the Consultant for the performance of professional consulting services.

8.2 CONSULTANT REPRESENTATIONS: The Consultant submitted and stands behind its proposal in response to the above RFQ as accepted into the record of the City, with the knowledge that the City is relying on the proposal as an inducement for entering into this Agreement. The Consultant acknowledges that the City also relied upon the Consultant's representations identified in this Agreement as an inducement for entering into this Agreement.

The Consultant is legally authorized to and, by capacity and experience, is qualified to perform and render all of the professional consulting engineering services identified in this Agreement and the professional qualifications of the Consultant was material inducement for the City to enter into this Agreement with the Consultant.

The Consultant, in representing the City, shall promote the best interest of the City and assume towards the City a responsible professional relationship consistent with mutual confidence and fair dealing between Consultant and the City.

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 is has not paid or agreed to pay any persons, 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. Consultant represents that it has complied with the provision of section 287.055(6) of the Florida Statutes.

The Consultant currently has no potential or actual conflict of interest with respect to providing professional services to the City. The Consultant agrees to notify the City in writing of any
commitments during the term of this Agreement which may constitute a potential or actual conflict of interest with respect to the professional services to be performed for the City. The Consultant agrees that it will not knowingly engage in any contractual or professional obligations that create an appearance of a conflict of interest with respect to the service provided pursuant to this Agreement.

The Consultant acknowledges that the City, as a unit of local government and as a subdivision of the State of Florida, is subject to controls, limitations, regulations and restraints imposed or administered pursuant to numerous applicable laws, ordinances, agreements, rules and regulations of federal, state, regional and certain local jurisdictions, governmental agencies or authorities. Additionally, the Consultant acknowledges that the City often receives grants and participates in grant or funding agreements from federal and state agencies. All services rendered or performed by the Consultant pursuant to any duly executed Work Authorization will be in conformance with any and all grant or funding agreements.

9.0 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 persons, 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.

10.0 TERMINATION

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. A substantial failure to perform in accordance with the terms of this Agreement, includes but is not limited to the following: (a) failure to begin services authorized under any particular Work Authorization within the time specified in that Work Authorization, or (b) failure to properly and timely perform the services required under this Agreement or as directed by the City, or (c) the bankruptcy or insolvency or a general assignment for the benefit of creditors by Consultant or by any of Consultant's principals, partners, officers or directors, or (d) failure to obey and comply with any applicable laws, ordinances, regulations, agency agreements or other codes of conduct. In the event of any such termination, the City is not obligated to make any further payments to Consultant until such time as the City has determined all direct costs, expenses, losses and damages which the City may have incurred as a result of such default by Consultant, whereupon the City shall be entitled to set off all costs, expenses, losses and damages so incurred by the City against any amounts due Consultant for services properly performed.
11.0 TERMINATION OF 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 in this Agreement, the Consultant will be paid for services rendered through the date of termination.

12.0 PAYMENT WHEN SERVICES ARE TERMINATED

In the event of termination of this Agreement by the City, and not due to the fault of the Consultant, the City will compensate the Consultant for all authorized services performed prior to the effective date of termination.

In the event of termination of this Agreement due to the fault of the Consultant, or at the written request of the Consultant, the City will compensate the Consultant for all authorized services completed, prior to the effective date of termination, which have resulted in a usable product or otherwise tangible benefit to the City. All such payments will be subject to an offset for any damages incurred by the City resulting from any delay occasioned by early termination. This provision will in no way be construed as the sole remedy available to the City in the event of breach by the Consultant.

13.0 SUSPENSION, CANCELLATION OR ABANDONMENT

If the project described in any Work Authorization is suspended, canceled, or abandoned by the City, without affecting any other Work Authorization or this Agreement, the Consultant will be given five (5) days prior written notice of such action and will be compensated for professional services provided up to the date of suspension, cancellation or abandonment.

This Agreement will be administered and interpreted under the laws of the State of Florida.

14.0 INDEPENDENT CONSULTANT

This Agreement does not create an employee/employer relationship between the parties. It is the parties’ intention that the Consultant, its employees, sub-consultants, representatives, volunteers, and the like, will be an independent Consultant and not an employee of the City for all purposes, including, but not limited to, the application of the following, as amended: the Fair Labor Standards Act minimum wage and overtime payments, the Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State of Florida revenue and taxation laws, the State of Florida workers’ compensation laws, the State of Florida unemployment insurance laws, and the Florida Retirement System benefits. The Consultant will retain sole and absolute discretion in the judgment on the manner and means of carrying out the Consultant’s activities and responsibilities under this Agreement.
15.0 INSURANCE

The Consultant shall maintain such insurance as specified in General Conditions, Paragraph 37 - Insurance Requirements, of RFQ 18-19-07 to protect the City from any or all claims for property damage, personal injury, and bodily injury including death, which may arise from operations under this Agreement. Certificates of such insurance must be provided to the City prior to the City issuing the Purchase Order to the Consultant and will also be subject to its approval for adequacy of protection. The City must be named as an additional insured under all policies.

16.0 PROFESSIONAL LIABILITY

The Consultant recognizes that the registered persons practicing engineering with the Consultant as provided in Chapter 471 of the Florida Statutes are not relieved from personal liability for their professional acts and each registered person practicing engineering with the Consultant who performs consulting engineering services for the City pursuant to this Agreement or any particular Work Authorization will be liable in accordance with section 471.023(3) of the Florida Statutes.

17.0 INDEMNIFICATION

17.1 To the greatest extent permitted by law, the Consultant shall indemnify and hold harmless the City, its officers, employees, and agents from and against claims, causes of action, lawsuits, damages, judgments, losses and expenses, whether direct, indirect or consequential, including but not limited to, bodily injury, sickness, disease or death, personal injury, or injury to or destruction of tangible property, including loss of use, to the extent such claims are caused by the negligent or reckless acts or errors or omissions, or intentional wrongful misconduct by the Consultant, any sub-consultant or any other person or organization employed or utilized by Consultant to perform or furnish any of the services required under this Agreement, or anyone for whose acts any of them may be liable. This indemnity will include, but not be limited to, reasonable charges of engineers, attorneys, legal assistants, and other professionals, and costs of both defense and appeal in a court of law, or arbitration, or other tribunal, for any reason. This indemnification also includes claims, damages, losses, and expenses, including reasonable attorneys', experts', and legal assistants' fees and costs, to the extent caused by infringement of patents or copyrights, or public record violations incident to providing the services required under this Agreement. It is specifically understood and agreed that this indemnification provision does not cover or indemnify the City for its own negligence. This Indemnification provision will survive completion or termination of this Agreement.

17.2 Nothing in this Agreement will be interpreted as a waiver by the City of its rights, including the limitations of the waiver of immunity, as set forth in Section 768.28 of the Florida Statutes or
any other statutes, and the City expressly reserves these rights to the fullest extent allowed by law. This provision will survive completion or termination of this Agreement.

18.0 PUBLIC RECORDS

The Consultant acknowledges that the portion of its books and records related to its contracting activities with the City may become subject to inspection and copying under the Florida Public Records Act. The Consultant agrees to comply with the Florida Public Records Act, as applicable, including, but not limited to section 119.0701 of the Florida Statutes. The Consultant agrees, to the extent required by law, to:

1. Keep and maintain public records that ordinarily and necessarily would be required by the public agency in performing the services of the Agreement;
2. Provide the public with access to the public records under the same terms and conditions that the City would provide the records and at a cost that does not exceed the cost provided for by law;
3. Ensure that the public records that are exempt or confidential, and exempt from public record disclosure requirements, are not disclosed, except as authorized by law; and
4. Meet all requirements where retained public records and transfer, at no cost, to the City, all public records in possession of the Consultant, upon termination or completion of the Agreement and destroy any duplicate public records that are exempt or confidential, or exempt from public record disclosure requirements.

Furthermore, the Consultant agrees that all records stored electronically will be provided to the City in a format that is compatible with the information technology systems of the City. The Consultant shall promptly provide the City with a copy of any request to inspect or copy public records that Consultant receives and a copy of the Consultant's response to each request. The Consultant understands and agrees that failure to provide access to the public records will be a material breach of the Agreement, its amendments, and Work Authorizations.

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 AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

CITY CLERK, CITY OF TREASURE ISLAND
120 108TH AVENUE
TREASURE ISLAND, FLORIDA 33706
PHONE: (727)-547-4575
FAX: (727)-547-4582
RNICKERSON@MYTREASUREISLAND.ORG

01097653-3

RFQ 18-19-07 Engineering/Mapping/Landscape Architectural Services

Packet Pg. 90
19.0 MISCELLANEOUS TERMS.

19.1 Assignment. 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. The Consultant shall not assign or transfer its interest in this Agreement without written consent of the City.

19.2 Administration. The City authorizes the City Manager to administer the terms and conditions of this Agreement on behalf of the City and to make all managerial decisions on behalf of the City as they relate to the provisions of this Agreement. The City Manager will have the authority to transmit instructions, receive information, interpret and define the policy of the City and decisions pertinent to services covered by this Agreement. The City Manager has the right from time to time to designate such other employee of the City as the City Manager may deem advisable to perform administrative and managerial functions as they relate to provisions of this Agreement.

19.3 Litigation. The services must be performed by the Consultant to the reasonable satisfaction of the City and all questions, difficulties and disputes of any nature whatsoever that may arise under or by reason of this Agreement, any duly executed Work Authorization, the prosecution fulfillment of the services under this Agreement and the character, quality, amount and value, which cannot be settled by mutual agreement of the Parties will be settled by recourse to litigation under Florida law in the appropriate court in Pinellas County, Florida. The Agreement will be governed by and construed under the laws of the State of Florida. Each Party consents to the jurisdiction of such court in any such civil action or legal proceeding and waives any objection to the above laying of venue of any such civil action or legal proceeding in such court. This provision will survive completion or termination of this Agreement.

19.4 Inspector General. The Consultant and any sub-consultants understand and will comply with section 20.055(5) of the Florida Statutes and agree to cooperate with the inspector general in any investigation, audit, inspection, review or hearing pursuant to that section.

19.5 Notice. All notices required to be given to the City or Consultant under this Agreement must be sent by (a) registered or certified mail, and notice will be deemed to have been given on the date of acceptance; or (b) delivery (i.e., courier or other hand delivery), overnight delivery, email or facsimile transmission, and notice will be deemed to have been given on the day of delivery or transmission. If the day of notice is a Saturday, Sunday, or legal holiday, notice will be deemed to have been given on the first calendar day thereafter which is not a Saturday, Sunday, or legal holiday. All notices required to be given to the City must be made to the City at:
City of Treasure Island  
Attention: Michael Munger – Purchasing Coordinator  
120 108th Avenue  
Treasure Island, Florida 33706  
Phone: (727)-547-4575  
Fax: (727)-547-4582  
mmunger@mytreasureisland.org

Or to such other address or facsimile number as the City may direct from time to time by written notice forwarded to the Consultant as provided above.  
All notices required to be given to Consultant in this Agreement must be sent to Consultant at:

<table>
<thead>
<tr>
<th>Company</th>
<th>Genesis Halff, Inc.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Attention</td>
<td>Bruce T. Kaschyk, AICP</td>
</tr>
<tr>
<td>Address</td>
<td>1000 North Ashley Drive, Suite 900</td>
</tr>
<tr>
<td></td>
<td>Tampa, Florida 33602</td>
</tr>
<tr>
<td>Phone</td>
<td>(813) 620-4500</td>
</tr>
<tr>
<td>Fax</td>
<td>(813) 221-4980</td>
</tr>
<tr>
<td>Email</td>
<td><a href="mailto:BKaschyk@Halff.com">BKaschyk@Halff.com</a></td>
</tr>
</tbody>
</table>

or to such address or facsimile number as the Consultant may direct from time to time by written notice forwarded to the City as provided above. E-mail transmittal of notices are considered delivered as of the date of electronic transmission. Both parties will supplement emailed notices with a formal version of the notice as outlined above.

19.6 Conflict. It is understood and agreed by the Parties that if any part, term or provision of this Agreement is held to be illegal or in conflict with any law, the validity of the remaining portions or provisions will not be affected, and the rights and obligations of the Parties will be construed and enforced as if the Agreement did not contain the particular part, term or provision held to be invalid.

19.7 Interpretation. The Parties represent and warrant that they have entered into this Agreement relying wholly upon their own judgment, belief and knowledge of the nature, extent, effect and duration of any actions, damages and liability therefore. The Parties represent that they enter into this Agreement without relying upon any statement or representation of the adverse parties other than what has been set forth in writing in this Agreement. The Parties represent that they have had the opportunity to discuss this matter with counsel of their choosing and are satisfied with its counsel and the advice received. The Parties understand this
Agreement's contents and agree that this Agreement will not be construed more strongly against any party, regardless of who is responsible for its preparation or drafting. The Parties further declare and represent that no promise, inducement, agreement or understanding not expressed in this Agreement has been made to an adverse party and that this Agreement contains the entire agreement between the Parties and that the terms of this Agreement are contractual and not a mere recital. This Agreement will be deemed and treated as drafted jointly by all the Parties, and no term, condition or provision of this Agreement will be construed more strictly against any Party.

All words used in this Agreement in the singular will extend to and include the plural, and the use of any gender will extend to and include all genders. The term "including" is not limiting. The captions and headings in this Agreement are for convenience of reference only and in no way define or limit the scope or content of this Agreement or in any way affect its provisions.

19.8 Consideration. Each party acknowledges and agrees that the covenants under this Agreement, together with the consideration exchanged under this Agreement, constitute full, fair and valuable consideration for the transfers, transactions and releases required of and by the Parties pursuant to the provisions of this Agreement and that, by virtue of the above-referenced consideration, the Parties have received reasonably equivalent value in exchange for their obligations under this Agreement. The Parties acknowledge and agree that each has received and reviewed a copy of this Agreement in the presence of their respective, independent counsel retained by them. Each party understands the purport, tenor, and effect of this Agreement, and has entered into this Agreement freely and voluntarily.

19.9 Authority. Each of the Parties covenants to the other party that it has lawful authority to enter into this Agreement, that the governing or managing body of each of the Parties has approved this Agreement and that the governing or managing body of each of the Parties has authorized the execution of this Agreement in the manner set forth in this Agreement.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]
IN WITNESS WHEREOF, the City and Consultant have made and executed this Agreement on the date and year first above written.

WITNESSES:

[Signature]

Erin L Maynor
Printed Name

CONSULTANT

Genesis Halff, Inc.

[Signature]

Bruce T. Kaschyk, AICP
Printed Name

Sr. Vice President / Tampa Operations Manager
Title

CITY OF TREASURE ISLAND, FLORIDA

City Clerk

Mayor

Approved as to form and sufficiency:

City Attorney
## EXHIBIT B: RFQ 18-19-07 Contract Rates

**Company Name:** Genesis-Halff  
**Discipline:** 3 - Landscape Architecture

<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Sr. Vice President</td>
<td>$ 87.98</td>
<td>$ 259.54</td>
<td>$ 267.33</td>
<td>$ 275.35</td>
<td>$ 283.61</td>
<td>$ 292.12</td>
<td>$ 300.88</td>
</tr>
<tr>
<td>Sr. Planner</td>
<td>$ 49.25</td>
<td>$ 145.29</td>
<td>$ 149.65</td>
<td>$ 154.14</td>
<td>$ 158.76</td>
<td>$ 163.52</td>
<td>$ 168.43</td>
</tr>
<tr>
<td>Dir. of Landscape Architecture</td>
<td>$ 50.48</td>
<td>$ 148.92</td>
<td>$ 153.38</td>
<td>$ 157.98</td>
<td>$ 162.72</td>
<td>$ 167.81</td>
<td>$ 172.63</td>
</tr>
<tr>
<td>Sr. Landscape Architect</td>
<td>$ 37.50</td>
<td>$ 110.63</td>
<td>$ 113.94</td>
<td>$ 117.36</td>
<td>$ 120.88</td>
<td>$ 124.51</td>
<td>$ 128.24</td>
</tr>
<tr>
<td>Professional Landscape Architect</td>
<td>$ 35.19</td>
<td>$ 103.81</td>
<td>$ 106.92</td>
<td>$ 110.13</td>
<td>$ 113.44</td>
<td>$ 116.84</td>
<td>$ 120.34</td>
</tr>
<tr>
<td>Sr. Landscape Designer</td>
<td>$ 25.00</td>
<td>$ 73.75</td>
<td>$ 75.96</td>
<td>$ 78.24</td>
<td>$ 80.59</td>
<td>$ 83.01</td>
<td>$ 85.50</td>
</tr>
<tr>
<td>Landscape Designer</td>
<td>$ 21.63</td>
<td>$ 63.81</td>
<td>$ 65.72</td>
<td>$ 67.89</td>
<td>$ 69.73</td>
<td>$ 71.82</td>
<td>$ 73.97</td>
</tr>
<tr>
<td>Sr. Administrative Asst.</td>
<td>$ 31.60</td>
<td>$ 93.22</td>
<td>$ 96.02</td>
<td>$ 98.90</td>
<td>$ 101.86</td>
<td>$ 104.92</td>
<td>$ 108.07</td>
</tr>
<tr>
<td>Administrative Asst.</td>
<td>$ 24.25</td>
<td>$ 71.54</td>
<td>$ 73.68</td>
<td>$ 75.89</td>
<td>$ 78.17</td>
<td>$ 80.52</td>
<td>$ 82.93</td>
</tr>
<tr>
<td>Sr. Professional Engineer</td>
<td>$ 68.75</td>
<td>$ 202.81</td>
<td>$ 208.90</td>
<td>$ 215.16</td>
<td>$ 221.62</td>
<td>$ 228.27</td>
<td>$ 235.15</td>
</tr>
<tr>
<td>Professional Engineer</td>
<td>$ 61.50</td>
<td>$ 181.43</td>
<td>$ 186.87</td>
<td>$ 192.47</td>
<td>$ 198.25</td>
<td>$ 204.20</td>
<td>$ 210.32</td>
</tr>
<tr>
<td>Sr. Spatial Analyst</td>
<td>$ 60.10</td>
<td>$ 177.30</td>
<td>$ 182.61</td>
<td>$ 188.09</td>
<td>$ 193.74</td>
<td>$ 199.55</td>
<td>$ 205.53</td>
</tr>
<tr>
<td>Spatial Analyst</td>
<td>$ 25.48</td>
<td>$ 75.17</td>
<td>$ 77.42</td>
<td>$ 79.74</td>
<td>$ 82.14</td>
<td>$ 84.60</td>
<td>$ 87.14</td>
</tr>
<tr>
<td>Engineer Intern</td>
<td>$ 34.62</td>
<td>$ 102.13</td>
<td>$ 105.19</td>
<td>$ 108.35</td>
<td>$ 111.60</td>
<td>$ 114.95</td>
<td>$ 118.40</td>
</tr>
<tr>
<td>Sr. Environmental Scientist</td>
<td>$ 52.88</td>
<td>$ 156.00</td>
<td>$ 160.68</td>
<td>$ 165.50</td>
<td>$ 170.46</td>
<td>$ 175.57</td>
<td>$ 180.84</td>
</tr>
<tr>
<td>Environmental Scientist</td>
<td>$ 37.50</td>
<td>$ 110.63</td>
<td>$ 113.94</td>
<td>$ 117.36</td>
<td>$ 120.88</td>
<td>$ 124.51</td>
<td>$ 128.24</td>
</tr>
</tbody>
</table>

| Overhead/Fringe multiplier:**                | 2.95          |            |                      |                      |                      |                      |                      |

**Signature**

**Title**

**Printed Name**

**Date**

**Notes:**

* Rates effective January 2024 will expire upon the 5-year anniversary of the contract effective date.

** Overhead/Fringe Multiplier to remain constant throughout contract.
CONTRACT BETWEEN THE CITY OF TREASURE ISLAND AND
Hardeman Kempton & Associates
PERTAINING TO ENGINEERING, MAPPING & LANDSCAPE
ARCHITECTURAL SERVICES RFQ 18-19-07
AGREEMENT FOR PROFESSIONAL SERVICES -
DISCIPLINE: 3 - Landscape Architecture

This Agreement is made and entered into on the date of , 2019, by and between the City of Treasure Island, Florida (City) and Hardeman Kempton & Associates (Consultant) (collectively the “Parties”).

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, the City selected the Consultant in accordance with the competitive selection process described in Section 287.055 of the Florida Statutes, and based on information and representations given by the Consultant in a Statement for Qualifications dated May 6, 2019.

NOW, THEREFORE, in consideration of the premises and the mutual benefits which will accrue to the parties in carrying out the terms of this Agreement, it is mutually understood and agreed as follows:

1.0 AGREEMENT DOCUMENTS

This Agreement (also referred to as “Contract”) consists of this document including any and all attachments, the Request for Qualifications (RFQ) required Documents for RFQ No. 18-19-07, and Consultant’s proposal submitted in response to the RFQ on or before May 6, 2019, as if all components were set forth in this Agreement verbatim. In the event of a conflict between the terms and conditions provided in this document including the attachments and the RFQ or proposal, the provisions in this document will prevail. No amendment will be effective until and unless reduced to writing and executed by the Parties.
2.0 GENERAL SCOPE OF THIS AGREEMENT

The relationship of Consultant to the City will be that of a professional consultant, and Consultant will provide the professional and technical services required under this Agreement in accordance with acceptable engineering practices and ethical standards.

Consultant has the discretion, subject to the requirement that it perform the services required under this Agreement competently and professionally in accordance with the applicable professional standards and otherwise comply with the terms of this Agreement, to select the means and methods of performing such services. In this regard, Consultant is fully responsible for the employment, direction, supervision, compensation and control of any and all persons employed or retained by the Consultant. Neither Consultant nor Consultant's contractors, subcontractors, consultants, sub-consultants, suppliers, experts, or other persons or organizations retained or utilized by Consultant for the services required under this Agreement will be considered by reason of the provisions of this Agreement or otherwise as being an employee or agent of the City. Consultant shall comply with all workers' compensation, employers' liability and other Federal, State, and municipal laws, ordinances, and regulations required of an employer performing services as provided in this agreement contemplated. Furthermore, Consultant is responsible for paying all income and employment taxes, and the City will not be responsible for collecting and paying withholding, FUTA, FICA and any other state or federal taxes.

Consultant shall perform all services in accordance with generally accepted professional standards. Consultant shall perform all services as expeditiously as is consistent with professional skill and care and the orderly progress of the work. All work of any kind, must conform to and be in compliance with, and Consultant shall be familiar with all applicable codes, laws, ordinances, regulations and restrictions, guidelines, standards, procedures and directives.

3.0 PROFESSIONAL TECHNICAL SERVICES

3.1 It shall be the responsibility of the Consultant to work with and for the City to provide Engineering/Mapping/Landscape Architectural Services within discipline:

Landscape Architectural Services

3.2 The documents will be prepared in sequence under individual work orders.

3.3 The Consultant shall perform all services in accordance with generally accepted professional standards. The Consultant shall perform all services as expeditiously as is consistent with professional skill and care and the orderly progress of the work. All work of any kind, shall conform to and be in compliance with, and the Consultant shall be familiar with all applicable codes, laws, ordinances, regulations and restrictions, guidelines, standards, procedures and directives.
3.4 The Consultant’s services under this Agreement will be provided under Work Authorizations. Generally, each Work Authorization will include the services for a single project or assignment, and it will contain a mutually agreed-upon detailed scope of work, fee, and schedule of performance in accordance with applicable fiscal and budgetary constraints.

3.5 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 architect services under this Agreement, and must diligently execute the work to meet the completion time established in Work Authorization. The Consultant will not sublet, assign or transfer work under this Agreement to another associated firm, a subcontractor or a Sub-consultant without the prior written consent of the City. The Consultant will require all associated firm-type firms, subcontractors and Sub-consultants to adhere to the terms of this Agreement and the utilization of any such associated firm-type firm, subcontractor or sub-consultant by the Consultant will not relieve the Consultant from any liability or responsibility to the City pursuant to the provisions of this Agreement or any duly executed work authorizations.

3.6 The City reserves the right to enter into contracts with other consulting firms for similar services. The Consultant will, when directed to do so by the City, coordinate and work with other consulting firms retained by the City.

3.7 At all times during the performance of any of the services required under this Agreement, Consultant shall comply with Title VII of the Civil Rights Act of 1964, as amended (45 C.F.R. Part 1010), and the Florida Civil Rights Act of 1992. Consultant shall not discriminate in any form or manner against its employees or applicants for employment on the basis of race, color, national origin, religion, sex, age, handicap or marital status. Further, Consultant shall comply with all applicable rules, regulations or executive order promulgated to give effect to the Civil Rights Act of 1964, as amended.

4.0 WORK AUTHORIZATIONS

4.1 There is no guarantee of work under this Agreement. Consultant shall begin work promptly after receipt of a fully executed copy of each Work Authorization, in accordance with Paragraph 3.2, above. Receipt of a fully executed Work Authorization constitutes written notice to proceed.

4.2 If Consultant’s services called for under any Work Authorization are delayed for reasons beyond the Consultant’s control, the time of performance will be adjusted as appropriate.
4.3 It is the intent of the Parties that this Agreement continue in force until five (5) years from the date of initiation, with the option of the City to provide up to one two-year extension, subject to the provisions for termination contained in this Agreement. Assignments that are in progress at the Agreement termination date will be completed by the Consultant unless specifically terminated by the City.

4.4 Consultant acknowledges and agrees that time is of the essence with respect to its performance under this Agreement and any Work Authorization.

4.5 If the project described in any Work Authorization is suspended, canceled, or abandoned by the City, without affecting any other Work Authorization or this Agreement, the Consultant will be given five (5) days prior written notice of such action and will be compensated for professional services provided up to the date of suspension, cancellation or abandonment.

4.6 Each Work Authorization may establish the following:

a) A title for the project and/or Work Authorization number;

b) A general description of the purpose of the work;

c) A clear and concise description of each item of the scope of work to be performed in sufficient detail to reasonably assure both Parties as to the extent and cost of each service to be performed;

d) The scope items to which a lump sum fee applies and the total compensation that will be paid to the Consultant by the City for completion of the project services;

e) The scope items, which time charges apply, the rates at which they will be charged by personnel category, and the maximum total compensation amount to which they are limited for each scope item;

f) The expenses qualified for reimbursement, and the rates at which they will be charged by expense category, and the maximum total reimbursement amount to which they are limited;

g) Description of deliverables;

h) The committed date of completion of the services and deliverables, with intermediate milestone dates where appropriate;

i) When sub-consultants are to be utilized, the scope items in which they will be involved, the extent to which they will be involved, and the above-referenced fees and expenses attributable to them;
j) A designated person to act on the Consultant’s behalf on all matters concerning the Work Authorization;

k) The contract manager designated by the City; and

l) Any additional details that may be required to describe the duties and obligations of the Parties with respect to a particular Work Authorization.

5.0 PROFESSIONAL SERVICES/CONSULTANT’S COMPETITIVE NEGOTIATION ACT (CCNA) - Florida Statute 287.055

Professional Services provided under this Contract are within the scope of the practice of architecture, landscape architecture, professional engineering, or registered land surveying, as defined by the laws of the State of Florida. Section 287.055 of the Florida Statutes applies to this Contract.

6.0 GENERAL CONSIDERATIONS

6.1 All documents including field books, drawings, specifications, calculations, geotechnical investigation reports, etc., used in the preparation of the work must be supplied by the Consultant and will become the property of the City and must be made available to the City upon request at any reasonable time, including all finished or unfinished documents and other data prepared or obtained by the Consultant upon the termination of this Contract in whole or in part. 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.

6.2 The Consultant will provide expert witnesses, if required by the City, 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 will provide a basis for compensation to the Consultant.

6.3 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. The City does not warrant the accuracy or completeness of the information authored by third parties. The Consultant is responsible for independently verifying the information contained in any documents provided.

6.4 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.
6.5 Key personnel assigned to City projects by the Consultant may 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.

6.6 The Consultant shall attach a brief status report on the project(s) with each request for payment.

6.7 The Consultant warrants it is duly permitted by the laws of the State of Florida to render engineering services in the State of Florida and that one or more of its officers and employees are duly registered as professional engineers in the State of Florida. The Consultant recognizes that in rendering or performing professional services pursuant to the provisions of this Agreement, the Consultant is working for the residents of the City of Treasure Island, Florida, subject to public observation, scrutiny and inquiry and based upon said recognition, the Consultant shall in all of its relationships with the City pursuant to the provisions of this Agreement conduct itself in accordance with all of the recognized applicable ethical standards set by any related national societies, and the reasonable traditions to perform services.

7.0 COMPENSATION

7.1 The Consultant will be compensated for all services rendered under this Agreement in accordance with the provisions of each Work Authorization, upon presentation of Consultant’s invoice. An hourly rate schedule and typical methods of compensation are attached as Exhibit “B”. The amount of compensation paid to the Consultant will in no event exceed the amount set forth in the Work Authorization. The amount of per diem and travel expenses paid by the City to the Consultant will be limited to the extent set forth in section 112.061 of the Florida Statutes.

7.2 Except as may be addressed in the initiating Work Authorization, the compensation for services will be invoiced by the Consultant and paid by the City once each month. Such invoices will be due and payable upon receipt.

7.3 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. Recognizing that the City is a public entity, the Consultant shall provide all of the necessary documents and records to the City, and to any independent auditor of the City upon request, as necessary pursuant to acceptable accounting standards applicable to public bodies and to provide the necessary audit trail and justification for the City paying said compensation and expenses.
7.4 Services to be performed in accordance with this Agreement are subject to the annual appropriation of funds by the City. In its sole discretion, the City reserves the right to forgo use of Consultant for any project which may fall within the Scope of Services listed in this Agreement.

8.0 REPRESENTATIONS

8.1 CITY REPRESENTATIONS: The City conducted public announcement, qualification, competitive selection and competitive negotiation procedures for an Agreement in accordance with Section 287.055 of the Florida Statutes, the Consultants' Competitive Negotiation Act (CCNA). The request for proposals (RFQ 18-19-07) (the RFQ) was publicly advertised on, March 8, 2019. Statements of Qualifications (SOQs) were received by the deadline, including the Consultant's SOQ. The SOQs were publicly opened on May 6, 2019. An Evaluation Committee met publicly and reached consensus on the shortlist ranking. The City certified the short-listed firms, which included the Consultant, as qualified and authorized negotiation of the Agreement at a public meeting. The City has determined that it is necessary, expedient, and in its best interest to enter into this Agreement with the Consultant for the performance of professional consulting services.

8.2 CONSULTANT REPRESENTATIONS: The Consultant submitted and stands behind its proposal in response to the above RFQ as accepted into the record of the City, with the knowledge that the City is relying on the proposal as an inducement for entering into this Agreement. The Consultant acknowledges that the City also relied upon the Consultant's representations identified in this Agreement as an inducement for entering into this Agreement.

The Consultant is legally authorized to and, by capacity and experience, is qualified to perform and render all of the professional consulting engineering services identified in this Agreement and the professional qualifications of the Consultant was material inducement for the City to enter into this Agreement with the Consultant.

The Consultant, in representing the City, shall promote the best interest of the City and assume towards the City a responsible professional relationship consistent with mutual confidence and fair dealing between Consultant and the City.

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 persons, 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. Consultant represents that it has complied with the provision of section 287.055(6) of the Florida Statutes.

The Consultant currently has no potential or actual conflict of interest with respect to providing professional services to the City. The Consultant agrees to notify the City in writing of any
commitments during the term of this Agreement which may constitute a potential or actual conflict of interest with respect to the professional services to be performed for the City. The Consultant agrees that it will not knowingly engage in any contractual or professional obligations that create an appearance of a conflict of interest with respect to the service provided pursuant to this Agreement.

The Consultant acknowledges that the City, as a unit of local government and as a subdivision of the State of Florida, is subject to controls, limitations, regulations and restraints imposed or administered pursuant to numerous applicable laws, ordinances, agreements, rules and regulations of federal, state, regional and certain local jurisdictions, governmental agencies or authorities. Additionally, the Consultant acknowledges that the City often receives grants and participates in grant or funding agreements from federal and state agencies. All services rendered or performed by the Consultant pursuant to any duly executed Work Authorization will be in conformance with any and all grant or funding agreements.

9.0 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 persons, 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.

10.0 TERMINATION

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. A substantial failure to perform in accordance with the terms of this Agreement, includes but is not limited to the following: (a) failure to begin services authorized under any particular Work Authorization within the time specified in that Work Authorization, or (b) failure to properly and timely perform the services required under this Agreement or as directed by the City, or (c) the bankruptcy or insolvency or a general assignment for the benefit of creditors by Consultant or by any of Consultant's principals, partners, officers or directors, or (d) failure to obey and comply with any applicable laws, ordinances, regulations, agency agreements or other codes of conduct. In the event of any such termination, the City is not obligated to make any further payments to Consultant until such time as the City has determined all direct costs, expenses, losses and damages which the City may have incurred as a result of such default by Consultant, whereupon the City shall be entitled to set off all costs, expenses, losses and damages so incurred by the City against any amounts due Consultant for services properly performed.
11.0 TERMINATION OF 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 in this Agreement, the Consultant will be paid for services rendered through the date of termination.

12.0 PAYMENT WHEN SERVICES ARE TERMINATED

In the event of termination of this Agreement by the City, and not due to the fault of the Consultant, the City will compensate the Consultant for all authorized services performed prior to the effective date of termination.

In the event of termination of this Agreement due to the fault of the Consultant, or at the written request of the Consultant, the City will compensate the Consultant for all authorized services completed, prior to the effective date of termination, which have resulted in a usable product or otherwise tangible benefit to the City. All such payments will be subject to an offset for any damages incurred by the City resulting from any delay occasioned by early termination. This provision will in no way be construed as the sole remedy available to the City in the event of breach by the Consultant.

13.0 SUSPENSION, CANCELLATION OR ABANDONMENT

If the project described in any Work Authorization is suspended, canceled, or abandoned by the City, without affecting any other Work Authorization or this Agreement, the Consultant will be given five (5) days prior written notice of such action and will be compensated for professional services provided up to the date of suspension, cancellation or abandonment.

This Agreement will be administered and interpreted under the laws of the State of Florida.

14.0 INDEPENDENT CONSULTANT

This Agreement does not create an employee/employer relationship between the parties. It is the parties’ intention that the Consultant, its employees, sub-consultants, representatives, volunteers, and the like, will be an independent Consultant and not an employee of the City for all purposes, including, but not limited to, the application of the following, as amended: the Fair Labor Standards Act minimum wage and overtime payments, the Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State of Florida revenue and taxation laws, the State of Florida workers’ compensation laws, the State of Florida unemployment insurance laws, and the Florida Retirement System benefits. The Consultant will retain sole and absolute discretion in the judgment on the manner and means of carrying out the Consultant’s activities and responsibilities under this Agreement.
15.0 INSURANCE

The Consultant shall maintain such insurance as specified in in General Conditions, Paragraph 37 - Insurance Requirements, of RFQ 18-19-07 to protect the City from any or all claims for property damage, personal injury, and bodily injury including death, which may arise from operations under this Agreement. Certificates of such insurance must be provided to the City prior to the City issuing the Purchase Order to the Consultant and will also be subject to its approval for adequacy of protection. The City must be named as an additional insured under all policies.

16.0 PROFESSIONAL LIABILITY

The Consultant recognizes that the registered persons practicing engineering with the Consultant as provided in Chapter 471 of the Florida Statutes are not relieved from personal liability for their professional acts and each registered person practicing engineering with the Consultant who performs consulting engineering services for the City pursuant to this Agreement or any particular Work Authorization will be liable in accordance with section 471.023(3) of the Florida Statutes.

17.0 INDEMNIFICATION

17.1 To the greatest extent permitted by law, the Consultant shall indemnify and hold harmless the City, its officers, employees, and agents from and against claims, causes of action, lawsuits, damages, judgments, losses and expenses, whether direct, indirect or consequential, including but not limited to, bodily injury, sickness, disease or death, personal injury, or injury to or destruction of tangible property, including loss of use, to the extent such claims are caused by the negligent or reckless acts or errors or omissions, or intentional wrongful misconduct by the Consultant, any sub-consultant or any other person or organization employed or utilized by Consultant to perform or furnish any of the services required under this Agreement, or anyone for whose acts any of them may be liable. This indemnity will include, but not be limited to, reasonable charges of engineers, attorneys, legal assistants, and other professionals, and costs of both defense and appeal in a court of law, or arbitration, or other tribunal, for any reason. This indemnification also includes claims, damages, losses, and expenses, including reasonable attorneys', experts', and legal assistants' fees and costs, to the extent caused by infringement of patents or copyrights, or public record violations incident to providing the services required under this Agreement. It is specifically understood and agreed that this indemnification provision does not cover or indemnify the City for its own negligence. This Indemnification provision will survive completion or termination of this Agreement.

17.2 Nothing in this Agreement will be interpreted as a waiver by the City of its rights, including the limitations of the waiver of immunity, as set forth in Section 768.28 of the Florida Statutes or...
any other statutes, and the City expressly reserves these rights to the fullest extent allowed by law. This provision will survive completion or termination of this Agreement.

18.0 PUBLIC RECORDS

The Consultant acknowledges that the portion of its books and records related to its contracting activities with the City may become subject to inspection and copying under the Florida Public Records Act. The Consultant agrees to comply with the Florida Public Records Act, as applicable, including, but not limited to section 119.0701 of the Florida Statutes. The Consultant agrees, to the extent required by law, to:

1. Keep and maintain public records that ordinarily and necessarily would be required by the public agency in performing the services of the Agreement;
2. Provide the public with access to the public records under the same terms and conditions that the City would provide the records and at a cost that does not exceed the cost provided for by law;
3. Ensure that the public records that are exempt or confidential, and exempt from public record disclosure requirements, are not disclosed, except as authorized by law; and
4. Meet all requirements where retained public records and transfer, at no cost, to the City, all public records in possession of the Consultant, upon termination or completion of the Agreement and destroy any duplicate public records that are exempt or confidential, or exempt from public record disclosure requirements.

Furthermore, the Consultant agrees that all records stored electronically will be provided to the City in a format that is compatible with the information technology systems of the City. The Consultant shall promptly provide the City with a copy of any request to inspect or copy public records that Consultant receives and a copy of the Consultant’s response to each request. The Consultant understands and agrees that failure to provide access to the public records will be a material breach of the Agreement, its amendments, and Work Authorizations.

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 AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

CITY CLERK, CITY OF TREASURE ISLAND
120 108TH AVENUE
TREASURE ISLAND, FLORIDA 33706
PHONE: (727)-547-4575
FAX: (727)-547-4582
RNICKERSON@MYTREASUREISLAND.ORG
19.0 MISCELLANEOUS TERMS.

19.1 Assignment. 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. The Consultant shall not assign or transfer its interest in this Agreement without written consent of the City.

19.2 Administration. The City authorizes the City Manager to administer the terms and conditions of this Agreement on behalf of the City and to make all managerial decisions on behalf of the City as they relate to the provisions of this Agreement. The City Manager will have the authority to transmit instructions, receive information, interpret and define the policy of the City and decisions pertinent to services covered by this Agreement. The City Manager has the right from time to time to designate such other employee of the City as the City Manager may deem advisable to perform administrative and managerial functions as they relate to provisions of this Agreement.

19.3 Litigation. The services must be performed by the Consultant to the reasonable satisfaction of the City and all questions, difficulties and disputes of any nature whatsoever that may arise under or by reason of this Agreement, any duly executed Work Authorization, the prosecution fulfillment of the services under this Agreement and the character, quality, amount and value, which cannot be settled by mutual agreement of the Parties will be settled by recourse to litigation under Florida law in the appropriate court in Pinellas County, Florida. The Agreement will be governed by and construed under the laws of the State of Florida. Each Party consents to the jurisdiction of such court in any such civil action or legal proceeding and waives any objection to the above laying of venue of any such civil action or legal proceeding in such court. This provision will survive completion or termination of this Agreement.

19.4 Inspector General. The Consultant and any sub-consultants understand and will comply with section 20.055(5) of the Florida Statutes and agree to cooperate with the inspector general in any investigation, audit, inspection, review or hearing pursuant to that section.

19.5 Notice. All notices required to be given to the City or Consultant under this Agreement must be sent by (a) registered or certified mail, and notice will be deemed to have been given on the date of acceptance; or (b) delivery (i.e., courier or other hand delivery), overnight delivery, email or facsimile transmission, and notice will be deemed to have been given on the day of delivery or transmission. If the day of notice is a Saturday, Sunday, or legal holiday, notice will be deemed to have been given on the first calendar day thereafter which is not a Saturday, Sunday, or legal holiday. All notices required to be given to the City must be made to the City at:
City of Treasure Island
Attention: Michael Munger – Purchasing Coordinator
120 108th Avenue
Treasure Island, Florida 33706
Phone: (727)-547-4575
Fax: (727)-547-4582
mmunger@mytreasureisland.org

Or to such other address or facsimile number as the City may direct from time to time by written notice forwarded to the Consultant as provided above.

All notices required to be given to Consultant in this Agreement must be sent to Consultant at:

<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Attention:</td>
<td>James T. Kempton</td>
</tr>
<tr>
<td>Address:</td>
<td>2207 West North A Street</td>
</tr>
<tr>
<td></td>
<td>Tampa, Florida, 33606</td>
</tr>
<tr>
<td>Phone:</td>
<td>813-258-0066</td>
</tr>
<tr>
<td>Fax:</td>
<td>813-258-1783</td>
</tr>
<tr>
<td>Email:</td>
<td><a href="mailto:Tkempton@hka-design.com">Tkempton@hka-design.com</a></td>
</tr>
</tbody>
</table>

or to such address or facsimile number as the Consultant may direct from time to time by written notice forwarded to the City as provided above. E-mail transmittal of notices are considered delivered as of the date of electronic transmission. Both parties will supplement emailed notices with a formal version of the notice as outlined above.

19.6 Conflict. It is understood and agreed by the Parties that if any part, term or provision of this Agreement is held to be illegal or in conflict with any law, the validity of the remaining portions or provisions will not be affected, and the rights and obligations of the Parties will be construed and enforced as if the Agreement did not contain the particular part, term or provision held to be invalid.

19.7 Interpretation. The Parties represent and warrant that they have entered into this Agreement relying wholly upon their own judgment, belief and knowledge of the nature, extent, effect and duration of any actions, damages and liability therefore. The Parties represent that they enter into this Agreement without relying upon any statement or representation of the adverse parties other than what has been set forth in writing in this Agreement. The Parties represent that they have had the opportunity to discuss this matter with counsel of their choosing and are satisfied with its counsel and the advice received. The Parties understand this
Agreement's contents and agree that this Agreement will not be construed more strongly against any party, regardless of who is responsible for its preparation or drafting. The Parties further declare and represent that no promise, inducement, agreement or understanding not expressed in this Agreement has been made to an adverse party and that this Agreement contains the entire agreement between the Parties and that the terms of this Agreement are contractual and not a mere recital. This Agreement will be deemed and treated as drafted jointly by all the Parties, and no term, condition or provision of this Agreement will be construed more strictly against any Party.

All words used in this Agreement in the singular will extend to and include the plural, and the use of any gender will extend to and include all genders. The term "including" is not limiting. The captions and headings in this Agreement are for convenience of reference only and in no way define or limit the scope or content of this Agreement or in any way affect its provisions.

19.8 Consideration. Each party acknowledges and agrees that the covenants under this Agreement, together with the consideration exchanged under this Agreement, constitute full, fair and valuable consideration for the transfers, transactions and releases required of and by the Parties pursuant to the provisions of this Agreement and that, by virtue of the above-referenced consideration, the Parties have received reasonably equivalent value in exchange for their obligations under this Agreement. The Parties acknowledge and agree that each has received and reviewed a copy of this Agreement in the presence of their respective, independent counsel retained by them. Each party understands the purport, tenor, and effect of this Agreement, and has entered into this Agreement freely and voluntarily.

19.9 Authority. Each of the Parties covenants to the other party that it has lawful authority to enter into this Agreement, that the governing or managing body of each of the Parties has approved this Agreement and that the governing or managing body of each of the Parties has authorized the execution of this Agreement in the manner set forth in this Agreement.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]
IN WITNESS WHEREOF, the City and Consultant have made and executed this Agreement on the date and year first above written.

WITNESSES:

Robin Leiby  
Printed Name

CONSULTANT

Hardeman Kempton & Associates, Inc.

Company Name

Signature

Managing Principal

Title

James T. Kempton

Printed Name

CITY OF TREASURE ISLAND, FLORIDA

City Clerk

Mayor

Approved as to form and sufficiency:

City Attorney
EXHIBIT B: RFQ 18-19-07 Contract Rates

<table>
<thead>
<tr>
<th>Position/Classification/Title</th>
<th>Initial Rates</th>
<th>2019 Rates</th>
<th>2020 Rates</th>
<th>2021 Rates</th>
<th>2022 Rates</th>
<th>2023 Rates</th>
<th>2024 Rates</th>
</tr>
</thead>
<tbody>
<tr>
<td>Principal</td>
<td>$170.00</td>
<td>$195.50</td>
<td>$203.32</td>
<td>$211.45</td>
<td>$219.91</td>
<td>$228.71</td>
<td>$237.86</td>
</tr>
<tr>
<td>Project manager / RLA</td>
<td>$143.50</td>
<td>$165.03</td>
<td>$171.63</td>
<td>$178.49</td>
<td>$185.63</td>
<td>$193.06</td>
<td>$200.78</td>
</tr>
<tr>
<td>Assistant project manager</td>
<td>$82.65</td>
<td>$95.05</td>
<td>$98.85</td>
<td>$102.80</td>
<td>$106.92</td>
<td>$111.19</td>
<td>$115.64</td>
</tr>
<tr>
<td>Administrative Assistant</td>
<td>$39.25</td>
<td>$45.14</td>
<td>$46.94</td>
<td>$48.82</td>
<td>$50.77</td>
<td>$52.80</td>
<td>$54.92</td>
</tr>
</tbody>
</table>

Overhead/Fringe multiplier:** 1.15

Managing Principal

James T. Kempton

Notes:

* Rates effective January 2024 will expire upon the 5-year anniversary of the contract effective date.

** Overhead/Fringe Multiplier to remain constant throughout contract.
This Agreement is made and entered into on the_______day of________________, 2019, by
and between the City of Treasure Island, Florida (City) and Jones Edmunds & Associates, Inc
(Consultant) (collectively the “Parties”).

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, the City selected the Consultant in accordance with the competitive selection process
described in Section 287.055 of the Florida Statutes, and based on information and representations given
by the Consultant in a Statement for Qualifications dated May 6, 2019.

NOW, THEREFORE, in consideration of the premises and the mutual benefits which will accrue to the
parties in carrying out the terms of this Agreement, it is mutually understood and agreed as follows:

1.0 AGREEMENT DOCUMENTS

This Agreement (also referred to as “Contract”) consists of this document including any and all
attachments, the Request for Qualifications (RFQ) required Documents for RFQ No. 18-19-07, and
Consultant's proposal submitted in response to the RFQ on or before May 6, 2019, as if all components
were set forth in this Agreement verbatim. In the event of a conflict between the terms and conditions
provided in this document including the attachments and the RFQ or proposal, the provisions in this
document will prevail. No amendment will be effective until and unless reduced to writing and
executed by the Parties.
2.0 GENERAL SCOPE OF THIS AGREEMENT

The relationship of Consultant to the City will be that of a professional consultant, and Consultant will provide the professional and technical services required under this Agreement in accordance with acceptable engineering practices and ethical standards.

Consultant has the discretion, subject to the requirement that it perform the services required under this Agreement competently and professionally in accordance with the applicable professional standards and otherwise comply with the terms of this Agreement, to select the means and methods of performing such services. In this regard, Consultant is fully responsible for the employment, direction, supervision, compensation and control of any and all persons employed or retained by the Consultant. Neither Consultant nor Consultant's contractors, subcontractors, consultants, sub-consultants, suppliers, experts, or other persons or organizations retained or utilized by Consultant for the services required under this Agreement will be considered by reason of the provisions of this Agreement or otherwise as being an employee or agent of the City. Consultant shall comply with all workers' compensation, employers' liability and other Federal, State, and municipal laws, ordinances, and regulations required of an employer performing services as provided in this agreement contemplated. Furthermore, Consultant is responsible for paying all income and employment taxes, and the City will not be responsible for collecting and paying withholding, FUTA, FICA and any other state or federal taxes.

Consultant shall perform all services in accordance with generally accepted professional standards. Consultant shall perform all services as expeditiously as is consistent with professional skill and care and the orderly progress of the work. All work of any kind, must conform to and be in compliance with, and Consultant shall be familiar with all applicable codes, laws, ordinances, regulations and restrictions, guidelines, standards, procedures and directives.

3.0 PROFESSIONAL TECHNICAL SERVICES

3.1 It shall be the responsibility of the Consultant to work with and for the City to provide Engineering/Mapping/Landscape Architectural Services within discipline: Mapping/Geographic Info/Asset Mgmt.

3.2 The documents will be prepared in sequence under individual work orders.

3.3 The Consultant shall perform all services in accordance with generally accepted professional standards. The Consultant shall perform all services as expeditiously as is consistent with professional skill and care and the orderly progress of the work. All work of any kind, shall conform to and be in compliance with, and the Consultant shall be familiar with all applicable codes, laws, ordinances, regulations and restrictions, guidelines, standards, procedures and directives.
3.4 The Consultant’s services under this Agreement will be provided under Work Authorizations. Generally, each Work Authorization will include the services for a single project or assignment, and it will contain a mutually agreed-upon detailed scope of work, fee, and schedule of performance in accordance with applicable fiscal and budgetary constraints.

3.5 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 architect services under this Agreement, and must diligently execute the work to meet the completion time established in Work Authorization. The Consultant will not sublet, assign or transfer work under this Agreement to another associated firm, a subcontractor or a Sub-consultant without the prior written consent of the City. The Consultant will require all associated firm-type firms, subcontractors and Sub-consultants to adhere to the terms of this Agreement and the utilization of any such associated firm-type firm, subcontractor or sub-consultant by the Consultant will not relieve the Consultant from any liability or responsibility to the City pursuant to the provisions of this Agreement or any duly executed work authorizations.

3.6 The City reserves the right to enter into contracts with other consulting firms for similar services. The Consultant will, when directed to do so by the City, coordinate and work with other consulting firms retained by the City.

3.7 At all times during the performance of any of the services required under this Agreement, Consultant shall comply with Title VII of the Civil Rights Act of 1964, as amended (45 C.F.R. Part 1010), and the Florida Civil Rights Act of 1992. Consultant shall not discriminate in any form or manner against its employees or applicants for employment on the basis of race, color, national origin, religion, sex, age, handicap or marital status. Further, Consultant shall comply with all applicable rules, regulations or executive order promulgated to give effect to the Civil Rights Act of 1964, as amended.

4.0 WORK AUTHORIZATIONS

4.1 There is no guarantee of work under this Agreement. Consultant shall begin work promptly after receipt of a fully executed copy of each Work Authorization, in accordance with Paragraph 3.2, above. Receipt of a fully executed Work Authorization constitutes written notice to proceed.

4.2 If Consultant’s services called for under any Work Authorization are delayed for reasons beyond the Consultant’s control, the time of performance will be adjusted as appropriate.
4.3 It is the intent of the Parties that this Agreement continue in force until five (5) years from the date of initiation, with the option of the City to provide up to one two-year extension, subject to the provisions for termination contained in this Agreement. Assignments that are in progress at the Agreement termination date will be completed by the Consultant unless specifically terminated by the City.

4.4 Consultant acknowledges and agrees that time is of the essence with respect to its performance under this Agreement and any Work Authorization.

4.5 If the project described in any Work Authorization is suspended, canceled, or abandoned by the City, without affecting any other Work Authorization or this Agreement, the Consultant will be given five (5) days prior written notice of such action and will be compensated for professional services provided up to the date of suspension, cancellation or abandonment.

4.6 Each Work Authorization may establish the following:

a) A title for the project and/or Work Authorization number;

b) A general description of the purpose of the work;

c) A clear and concise description of each item of the scope of work to be performed in sufficient detail to reasonably assure both Parties as to the extent and cost of each service to be performed;

d) The scope items to which a lump sum fee applies and the total compensation that will be paid to the Consultant by the City for completion of the project services;

e) The scope items, which time charges apply, the rates at which they will be charged by personnel category, and the maximum total compensation amount to which they are limited for each scope item;

f) The expenses qualified for reimbursement, and the rates at which they will be charged by expense category, and the maximum total reimbursement amount to which they are limited;

g) Description of deliverables;

h) The committed date of completion of the services and deliverables, with intermediate milestone dates where appropriate;

i) When sub-consultants are to be utilized, the scope items in which they will be involved, the extent to which they will be involved, and the above-referenced fees and expenses attributable to them;
j) A designated person to act on the Consultant’s behalf on all matters concerning the Work Authorization;

k) The contract manager designated by the City; and

l) Any additional details that may be required to describe the duties and obligations of the Parties with respect to a particular Work Authorization.

5.0 PROFESSIONAL SERVICES/CONSULTANT’S COMPETITIVE NEGOTIATION ACT (CCNA) - Florida Statute 287.055

Professional Services provided under this Contract are within the scope of the practice of architecture, landscape architecture, professional engineering, or registered land surveying, as defined by the laws of the State of Florida. Section 287.055 of the Florida Statutes applies to this Contract.

6.0 GENERAL CONSIDERATIONS

6.1 All documents including field books, drawings, specifications, calculations, geotechnical investigation reports, etc., used in the preparation of the work must be supplied by the Consultant and will become the property of the City and must be made available to the City upon request at any reasonable time, including all finished or unfinished documents and other data prepared or obtained by the Consultant upon the termination of this Contract in whole or in part. 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.

6.2 The Consultant will provide expert witnesses, if required by the City, 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 will provide a basis for compensation to the Consultant.

6.3 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. The City does not warrant the accuracy or completeness of the information authored by third parties. The Consultant is responsible for independently verifying the information contained in any documents provided.

6.4 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.
6.5 Key personnel assigned to City projects by the Consultant may 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.

6.6 The Consultant shall attach a brief status report on the project(s) with each request for payment.

6.7 The Consultant warrants it is duly permitted by the laws of the State of Florida to render engineering services in the State of Florida and that one or more of its officers and employees are duly registered as professional engineers in the State of Florida. The Consultant recognizes that in rendering or performing professional services pursuant to the provisions of this Agreement, the Consultant is working for the residents of the City of Treasure Island, Florida, subject to public observation, scrutiny and inquiry and based upon said recognition, the Consultant shall in all of its relationships with the City pursuant to the provisions of this Agreement conduct itself in accordance with all of the recognized applicable ethical standards set by any related national societies, and the reasonable traditions to perform services.

7.0 COMPENSATION

7.1 The Consultant will be compensated for all services rendered under this Agreement in accordance with the provisions of each Work Authorization, upon presentation of Consultant’s invoice. An hourly rate schedule and typical methods of compensation are attached as Exhibit “B”. The amount of compensation paid to the Consultant will in no event exceed the amount set forth in the Work Authorization. The amount of per diem and travel expenses paid by the City to the Consultant will be limited to the extent set forth in section 112.601 of the Florida Statutes.

7.2 Except as may be addressed in the initiating Work Authorization, the compensation for services will be invoiced by the Consultant and paid by the City once each month. Such invoices will be due and payable upon receipt.

7.3 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. Recognizing that the City is a public entity, the Consultant shall provide all of the necessary documents and records to the City, and to any independent auditor of the City upon request, as necessary pursuant to acceptable accounting standards applicable to public bodies and to provide the necessary audit trail and justification for the City paying said compensation and expenses.
7.4 Services to be performed in accordance with this Agreement are subject to the annual appropriation of funds by the City. In its sole discretion, the City reserves the right to forgo use of Consultant for any project which may fall within the Scope of Services listed in this Agreement.

8.0 REPRESENTATIONS

8.1 CITY REPRESENTATIONS: The City conducted public announcement, qualification, competitive selection and competitive negotiation procedures for an Agreement in accordance with Section 287.055 of the Florida Statutes, the Consultants' Competitive Negotiation Act (CCNA). The request for proposals (RFQ 18-19-07) (the RFQ) was publicly advertised on, March 8, 2019. Statements of Qualifications (SOQs) were received by the deadline, including the Consultant's SOQ. The SOQs were publicly opened on May 6, 2019. An Evaluation Committee met publicly and reached consensus on the shortlist ranking. The City certified the short-listed firms, which included the Consultant, as qualified and authorized negotiation of the Agreement at a public meeting. The City has determined that it is necessary, expedient, and in its best interest to enter into this Agreement with the Consultant for the performance of professional consulting services.

8.2 CONSULTANT REPRESENTATIONS: The Consultant submitted and stands behind its proposal in response to the above RFQ as accepted into the record of the City, with the knowledge that the City is relying on the proposal as an inducement for entering into this Agreement. The Consultant acknowledges that the City also relied upon the Consultant's representations identified in this Agreement as an inducement for entering into this Agreement.

The Consultant is legally authorized to and, by capacity and experience, is qualified to perform and render all of the professional consulting engineering services identified in this Agreement and the professional qualifications of the Consultant was material inducement for the City to enter into this Agreement with the Consultant.

The Consultant, in representing the City, shall promote the best interest of the City and assume towards the City a responsible professional relationship consistent with mutual confidence and fair dealing between Consultant and the City.

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 is has not paid or agreed to pay any persons, 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. Consultant represents that it has complied with the provision of section 287.055(6) of the Florida Statutes.

The Consultant currently has no potential or actual conflict of interest with respect to providing professional services to the City. The Consultant agrees to notify the City in writing of any
commitments during the term of this Agreement which may constitute a potential or actual conflict of interest with respect to the professional services to be performed for the City. The Consultant agrees that it will not knowingly engage in any contractual or professional obligations that create an appearance of a conflict of interest with respect to the service provided pursuant to this Agreement.

The Consultant acknowledges that the City, as a unit of local government and as a subdivision of the State of Florida, is subject to controls, limitations, regulations and restraints imposed or administered pursuant to numerous applicable laws, ordinances, agreements, rules and regulations of federal, state, regional and certain local jurisdictions, governmental agencies or authorities. Additionally, the Consultant acknowledges that the City often receives grants and participates in grant or funding agreements from federal and state agencies. All services rendered or performed by the Consultant pursuant to any duly executed Work Authorization will be in conformance with any and all grant or funding agreements.

9.0 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 persons, 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.

10.0 TERMINATION

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. A substantial failure to perform in accordance with the terms of this Agreement, includes but is not limited to the following: (a) failure to begin services authorized under any particular Work Authorization within the time specified in that Work Authorization, or (b) failure to properly and timely perform the services required under this Agreement or as directed by the City, or (c) the bankruptcy or insolvency or a general assignment for the benefit of creditors by Consultant or by any of Consultant's principals, partners, officers or directors, or (d) failure to obey and comply with any applicable laws, ordinances, regulations, agency agreements or other codes of conduct. In the event of any such termination, the City is not obligated to make any further payments to Consultant until such time as the City has determined all direct costs, expenses, losses and damages which the City may have incurred as a result of such default by Consultant, whereupon the City shall be entitled to set off all costs, expenses, losses and damages so incurred by the City against any amounts due Consultant for services properly performed.
11.0 TERMINATION OF 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 in this Agreement, the Consultant will be paid for services rendered through the date of termination.

12.0 PAYMENT WHEN SERVICES ARE TERMINATED

In the event of termination of this Agreement by the City, and not due to the fault of the Consultant, the City will compensate the Consultant for all authorized services performed prior to the effective date of termination.

In the event of termination of this Agreement due to the fault of the Consultant, or at the written request of the Consultant, the City will compensate the Consultant for all authorized services completed prior to the effective date of termination, which have resulted in a usable product or otherwise tangible benefit to the City. All such payments will be subject to an offset for any damages incurred by the City resulting from any delay occasioned by early termination. This provision will in no way be construed as the sole remedy available to the City in the event of breach by the Consultant.

13.0 SUSPENSION, CANCELLATION OR ABANDONMENT

If the project described in any Work Authorization is suspended, canceled, or abandoned by the City, without affecting any other Work Authorization or this Agreement, the Consultant will be given five (5) days prior written notice of such action and will be compensated for professional services provided up to the date of suspension, cancellation or abandonment.

This Agreement will be administered and interpreted under the laws of the State of Florida.

14.0 INDEPENDENT CONSULTANT

This Agreement does not create an employee/employer relationship between the parties. It is the parties’ intention that the Consultant, its employees, sub-consultants, representatives, volunteers, and the like, will be an independent Consultant and not an employee of the City for all purposes, including, but not limited to, the application of the following, as amended: the Fair Labor Standards Act minimum wage and overtime payments, the Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State of Florida revenue and taxation laws, the State of Florida workers’ compensation laws, the State of Florida unemployment insurance laws, and the Florida Retirement System benefits. The Consultant will retain sole and absolute discretion in the judgment on the manner and means of carrying out the Consultant’s activities and responsibilities under this Agreement.
15.0  INSURANCE

The Consultant shall maintain such insurance as specified in in General Conditions, Paragraph 37 - Insurance Requirements, of RFQ 18-19-07 to protect the City from any or all claims for property damage, personal injury, and bodily injury including death, which may arise from operations under this Agreement. Certificates of such insurance must be provided to the City prior to the City issuing the Purchase Order to the Consultant and will also be subject to its approval for adequacy of protection. The City must be named as an additional insured under all policies.

16.0  PROFESSIONAL LIABILITY

The Consultant recognizes that the registered persons practicing engineering with the Consultant as provided in Chapter 471 of the Florida Statutes are not relieved from personal liability for their professional acts and each registered person practicing engineering with the Consultant who performs consulting engineering services for the City pursuant to this Agreement or any particular Work Authorization will be liable in accordance with section 471.023(3) of the Florida Statutes.

17.0  INDEMNIFICATION

17.1 To the greatest extent permitted by law, the Consultant shall indemnify and hold harmless the City, its officers, employees, and agents from and against claims, causes of action, lawsuits, damages, judgments, losses and expenses, whether direct, indirect or consequential, including but not limited to, bodily injury, sickness, disease or death, personal injury, or injury to or destruction of tangible property, including loss of use, to the extent such claims are caused by the negligent or reckless acts or errors or omissions, or intentional wrongful misconduct by the Consultant, any sub-consultant or any other person or organization employed or utilized by Consultant to perform or furnish any of the services required under this Agreement, or anyone for whose acts any of them may be liable. This indemnity will include, but not be limited to, reasonable charges of engineers, attorneys, legal assistants, and other professionals, and costs of both defense and appeal in a court of law, or arbitration, or other tribunal, for any reason. This indemnification also includes claims, damages, losses, and expenses, including reasonable attorneys', experts', and legal assistants' fees and costs, to the extent caused by infringement of patents or copyrights, or public record violations incident to providing the services required under this Agreement. It is specifically understood and agreed that this indemnification provision does not cover or indemnify the City for its own negligence. This Indemnification provision will survive completion or termination of this Agreement.

17.2 Nothing in this Agreement will be interpreted as a waiver by the City of its rights, including the limitations of the waiver of immunity, as set forth in Section 768.28 of the Florida Statutes or
any other statutes, and the City expressly reserves these rights to the fullest extent allowed by law. This provision will survive completion or termination of this Agreement.

18.0 PUBLIC RECORDS

The Consultant acknowledges that the portion of its books and records related to its contracting activities with the City may become subject to inspection and copying under the Florida Public Records Act. The Consultant agrees to comply with the Florida Public Records Act, as applicable, including, but not limited to section 119.0701 of the Florida Statutes. The Consultant agrees, to the extent required by law, to:

1. Keep and maintain public records that ordinarily and necessarily would be required by the public agency in performing the services of the Agreement;
2. Provide the public with access to the public records under the same terms and conditions that the City would provide the records and at a cost that does not exceed the cost provided for by law;
3. Ensure that the public records that are exempt or confidential, and exempt from public record disclosure requirements, are not disclosed, except as authorized by law; and
4. Meet all requirements where retained public records and transfer, at no cost, to the City, all public records in possession of the Consultant, upon termination or completion of the Agreement and destroy any duplicate public records that are exempt or confidential, or exempt from public record disclosure requirements.

Furthermore, the Consultant agrees that all records stored electronically will be provided to the City in a format that is compatible with the information technology systems of the City. The Consultant shall promptly provide the City with a copy of any request to inspect or copy public records that Consultant receives and a copy of the Consultant's response to each request. The Consultant understands and agrees that failure to provide access to the public records will be a material breach of the Agreement, its amendments, and Work Authorizations.

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 AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

CITY CLERK, CITY OF TREASURE ISLAND
120 108TH AVENUE
TREASURE ISLAND, FLORIDA 33706
PHONE: (727)-547-4575
FAX: (727)-547-4582
RNICKERSON@MYTREASUREISLAND.ORG
19.0 MISCELLANEOUS TERMS.

19.1 Assignment. 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. The Consultant shall not assign or transfer its interest in this Agreement without written consent of the City.

19.2 Administration. The City authorizes the City Manager to administer the terms and conditions of this Agreement on behalf of the City and to make all managerial decisions on behalf of the City as they relate to the provisions of this Agreement. The City Manager will have the authority to transmit instructions, receive information, interpret and define the policy of the City and decisions pertinent to services covered by this Agreement. The City Manager has the right from time to time to designate such other employee of the City as the City Manager may deem advisable to perform administrative and managerial functions as they relate to provisions of this Agreement.

19.3 Litigation. The services must be performed by the Consultant to the reasonable satisfaction of the City and all questions, difficulties and disputes of any nature whatsoever that may arise under or by reason of this Agreement, any duly executed Work Authorization, the prosecution fulfillment of the services under this Agreement and the character, quality, amount and value, which cannot be settled by mutual agreement of the Parties will be settled by recourse to litigation under Florida law in the appropriate court in Pinellas County, Florida. The Agreement will be governed by and construed under the laws of the State of Florida. Each Party consents to the jurisdiction of such court in any such civil action or legal proceeding and waives any objection to the above laying of venue of any such civil action or legal proceeding in such court. This provision will survive completion or termination of this Agreement.

19.4 Inspector General. The Consultant and any sub-consultants understand and will comply with section 20.055(5) of the Florida Statutes and agree to cooperate with the inspector general in any investigation, audit, inspection, review or hearing pursuant to that section.

19.5 Notice. All notices required to be given to the City or Consultant under this Agreement must be sent by (a) registered or certified mail, and notice will be deemed to have been given on the date of acceptance; or (b) delivery (i.e., courier or other hand delivery), overnight delivery, email or facsimile transmission, and notice will be deemed to have been given on the day of delivery or transmission. If the day of notice is a Saturday, Sunday, or legal holiday, notice will be deemed to have been given on the first calendar day thereafter which is not a Saturday, Sunday, or legal holiday. All notices required to be given to the City must be made to the City at:
City of Treasure Island
Attention: Michael Munger – Purchasing Coordinator
120 108th Avenue
Treasure Island, Florida 33706
Phone: (727)-547-4575
Fax: (727)-547-4582
mmunger@mytreasureisland.org

Or to such other address or facsimile number as the City may direct from time to time by written notice forwarded to the Consultant as provided above.
All notices required to be given to Consultant in this Agreement must be sent to Consultant at:

<table>
<thead>
<tr>
<th>Company:</th>
<th>Jones Edmunds &amp; Associates, Inc.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Attention:</td>
<td>William Millinor, MS, GISP</td>
</tr>
<tr>
<td>Address:</td>
<td>324 S. Hyde Park Avenue, Suite 250</td>
</tr>
<tr>
<td></td>
<td>Suite 250</td>
</tr>
<tr>
<td></td>
<td>Tampa, FL 33606</td>
</tr>
<tr>
<td>Phone:</td>
<td>813.258.0703</td>
</tr>
<tr>
<td>Fax:</td>
<td>813.254.6860</td>
</tr>
<tr>
<td>Email:</td>
<td><a href="mailto:wmillinor@jonesedmunds.com">wmillinor@jonesedmunds.com</a></td>
</tr>
</tbody>
</table>

or to such address or facsimile number as the Consultant may direct from time to time by written notice forwarded to the City as provided above. E-mail transmittal of notices are considered delivered as of the date of electronic transmission. Both parties will supplement emailed notices with a formal version of the notice as outlined above.

19.6 Conflict. It is understood and agreed by the Parties that if any part, term or provision of this Agreement is held to be illegal or in conflict with any law, the validity of the remaining portions or provisions will not be affected, and the rights and obligations of the Parties will be construed and enforced as if the Agreement did not contain the particular part, term or provision held to be invalid.

19.7 Interpretation. The Parties represent and warrant that they have entered into this Agreement relying wholly upon their own judgment, belief and knowledge of the nature, extent, effect and duration of any actions, damages and liability therefore. The Parties represent that they enter into this Agreement without relying upon any statement or representation of the adverse parties other than what has been set forth in writing in this Agreement. The Parties represent that they have had the opportunity to discuss this matter with counsel of their choosing and are satisfied with its counsel and the advice received. The Parties understand this
Agreement's contents and agree that this Agreement will not be construed more strongly against any party, regardless of who is responsible for its preparation or drafting. The Parties further declare and represent that no promise, inducement, agreement or understanding not expressed in this Agreement has been made to an adverse party and that this Agreement contains the entire agreement between the Parties and that the terms of this Agreement are contractual and not a mere recital. This Agreement will be deemed and treated as drafted jointly by all the Parties, and no term, condition or provision of this Agreement will be construed more strictly against any Party.

All words used in this Agreement in the singular will extend to and include the plural, and the use of any gender will extend to and include all genders. The term "including" is not limiting. The captions and headings in this Agreement are for convenience of reference only and in no way define or limit the scope or content of this Agreement or in any way affect its provisions.

19.8 Consideration. Each party acknowledges and agrees that the covenants under this Agreement, together with the consideration exchanged under this Agreement, constitute full, fair and valuable consideration for the transfers, transactions and releases required of and by the Parties pursuant to the provisions of this Agreement and that, by virtue of the above-referenced consideration, the Parties have received reasonably equivalent value in exchange for their obligations under this Agreement. The Parties acknowledge and agree that each has received and reviewed a copy of this Agreement in the presence of their respective, independent counsel retained by them. Each party understands the purport, tenor, and effect of this Agreement, and has entered into this Agreement freely and voluntarily.

19.9 Authority. Each of the Parties covenants to the other party that it has lawful authority to enter into this Agreement, that the governing or managing body of each of the Parties has approved this Agreement and that the governing or managing body of each of the Parties has authorized the execution of this Agreement in the manner set forth in this Agreement.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]
IN WITNESS WHEREOF, the City and Consultant have made and executed this Agreement on the date and year first above written.

WITNESSES:

JoAnne Talamo
Signature
Printed Name

CONSULTANT

Jones Edmunds & Associates, Inc.
Company Name

Signature
President & CEO
Title
Stanley F. Ferreira, Jr., PE
Printed Name

CITY OF TREASURE ISLAND, FLORIDA

________________________
City Clerk

________________________
Mayor

Approved as to form and sufficiency:

________________________
City Attorney
EXHIBIT B: RFQ 18-19-07 Contract Rates

<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Project Officer</td>
<td>$80.00</td>
<td>$240.00</td>
<td>$252.00</td>
<td>$264.60</td>
<td>$277.83</td>
<td>$291.72</td>
<td>$306.31</td>
</tr>
<tr>
<td>Senior Project Manager</td>
<td>$57.00</td>
<td>$171.00</td>
<td>$179.55</td>
<td>$188.53</td>
<td>$197.95</td>
<td>$207.85</td>
<td>$218.24</td>
</tr>
<tr>
<td>Project Manager</td>
<td>$53.00</td>
<td>$159.00</td>
<td>$168.95</td>
<td>$175.30</td>
<td>$184.06</td>
<td>$193.27</td>
<td>$202.93</td>
</tr>
<tr>
<td>Chief Engineer</td>
<td>$72.00</td>
<td>$218.00</td>
<td>$228.80</td>
<td>$238.14</td>
<td>$250.05</td>
<td>$262.55</td>
<td>$275.68</td>
</tr>
<tr>
<td>Senior Engineer</td>
<td>$65.00</td>
<td>$195.00</td>
<td>$204.75</td>
<td>$214.99</td>
<td>$225.74</td>
<td>$237.02</td>
<td>$248.87</td>
</tr>
<tr>
<td>Senior Scientist</td>
<td>$43.00</td>
<td>$129.00</td>
<td>$135.45</td>
<td>$142.22</td>
<td>$149.33</td>
<td>$156.80</td>
<td>$164.64</td>
</tr>
<tr>
<td>Project Engineer</td>
<td>$48.00</td>
<td>$144.00</td>
<td>$151.20</td>
<td>$158.76</td>
<td>$166.70</td>
<td>$175.03</td>
<td>$183.78</td>
</tr>
<tr>
<td>Project Scientist</td>
<td>$37.00</td>
<td>$111.00</td>
<td>$116.55</td>
<td>$122.38</td>
<td>$128.50</td>
<td>$134.92</td>
<td>$141.67</td>
</tr>
<tr>
<td>Engineer or Scientist</td>
<td>$36.00</td>
<td>$109.00</td>
<td>$113.40</td>
<td>$119.07</td>
<td>$125.02</td>
<td>$131.27</td>
<td>$137.84</td>
</tr>
<tr>
<td>Engineer Intern</td>
<td>$29.00</td>
<td>$87.00</td>
<td>$91.35</td>
<td>$95.92</td>
<td>$100.71</td>
<td>$105.75</td>
<td>$111.04</td>
</tr>
<tr>
<td>System Analyst</td>
<td>$45.00</td>
<td>$135.00</td>
<td>$141.75</td>
<td>$148.84</td>
<td>$156.28</td>
<td>$164.09</td>
<td>$172.30</td>
</tr>
<tr>
<td>Sr GIS Analyst/Programmer</td>
<td>$37.00</td>
<td>$111.00</td>
<td>$116.55</td>
<td>$122.38</td>
<td>$128.50</td>
<td>$134.92</td>
<td>$141.67</td>
</tr>
<tr>
<td>GIS Analyst/GIS Programmer</td>
<td>$24.00</td>
<td>$72.00</td>
<td>$75.60</td>
<td>$79.38</td>
<td>$83.35</td>
<td>$87.52</td>
<td>$91.89</td>
</tr>
<tr>
<td>Senior GIS Technician</td>
<td>$21.00</td>
<td>$63.00</td>
<td>$66.15</td>
<td>$69.46</td>
<td>$72.93</td>
<td>$76.56</td>
<td>$80.41</td>
</tr>
<tr>
<td>GIS Technician</td>
<td>$18.00</td>
<td>$54.00</td>
<td>$56.70</td>
<td>$59.54</td>
<td>$62.51</td>
<td>$65.64</td>
<td>$68.92</td>
</tr>
<tr>
<td>Sr Database Administrator</td>
<td>$50.00</td>
<td>$150.00</td>
<td>$157.50</td>
<td>$165.36</td>
<td>$173.64</td>
<td>$182.33</td>
<td>$191.44</td>
</tr>
<tr>
<td>Database Administrator</td>
<td>$40.00</td>
<td>$120.00</td>
<td>$128.00</td>
<td>$132.30</td>
<td>$138.92</td>
<td>$145.86</td>
<td>$153.15</td>
</tr>
<tr>
<td>Senior CADD</td>
<td>$32.00</td>
<td>$96.00</td>
<td>$100.60</td>
<td>$105.84</td>
<td>$111.13</td>
<td>$116.69</td>
<td>$122.52</td>
</tr>
<tr>
<td>CADD</td>
<td>$28.00</td>
<td>$87.00</td>
<td>$91.35</td>
<td>$95.92</td>
<td>$100.71</td>
<td>$105.75</td>
<td>$111.04</td>
</tr>
<tr>
<td>Senior Field Technician</td>
<td>$29.00</td>
<td>$87.00</td>
<td>$91.35</td>
<td>$95.92</td>
<td>$100.71</td>
<td>$105.75</td>
<td>$111.04</td>
</tr>
<tr>
<td>Field Technician</td>
<td>$26.00</td>
<td>$78.00</td>
<td>$81.90</td>
<td>$86.00</td>
<td>$90.29</td>
<td>$94.81</td>
<td>$99.55</td>
</tr>
<tr>
<td>Senior Administrative Assistant</td>
<td>$28.00</td>
<td>$84.00</td>
<td>$88.20</td>
<td>$92.61</td>
<td>$97.24</td>
<td>$102.10</td>
<td>$107.21</td>
</tr>
<tr>
<td>Administrative Assistant</td>
<td>$19.00</td>
<td>$57.00</td>
<td>$59.85</td>
<td>$62.84</td>
<td>$65.98</td>
<td>$69.28</td>
<td>$72.75</td>
</tr>
<tr>
<td>Senior Technical Editor</td>
<td>$35.00</td>
<td>$105.00</td>
<td>$110.25</td>
<td>$115.76</td>
<td>$121.55</td>
<td>$127.63</td>
<td>$134.01</td>
</tr>
</tbody>
</table>

Overhead/Fringe multiplier: **3.00

Managing Director and Senior Vice President

Kenneth S. Vogel, PE

Notes:
* Rates effective January 2024 will expire upon the 5-year anniversary of the contract effective date.
** Overhead/Fringe Multiplier to remain constant throughout contract.
CONTRACT BETWEEN THE CITY OF TREASURE ISLAND AND George F. Young, Inc.

PERTAINING TO ENGINEERING, MAPPING & LANDSCAPE ARCHITECTURAL SERVICES RFQ 18-19-07

AGREEMENT FOR PROFESSIONAL SERVICES - DISCIPLINE: 4 - Mapping/GIS/Asset Management

This Agreement is made and entered into on the ______ day of ____________, 2019, by and between the City of Treasure Island, Florida (City) and George F. Young, Inc. (Consultant) (collectively the “Parties”).

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, the City selected the Consultant in accordance with the competitive selection process described in Section 287.055 of the Florida Statutes, and based on information and representations given by the Consultant in a Statement for Qualifications dated May 6, 2019.

NOW, THEREFORE, in consideration of the premises and the mutual benefits which will accrue to the parties in carrying out the terms of this Agreement, it is mutually understood and agreed as follows:

1.0 AGREEMENT DOCUMENTS

This Agreement (also referred to as “Contract”) consists of this document including any and all attachments, the Request for Qualifications (RFQ) required Documents for RFQ No. 18-19-07, and Consultant's proposal submitted in response to the RFQ on or before May 6, 2019, as if all components were set forth in this Agreement verbatim. In the event of a conflict between the terms and conditions provided in this document including the attachments and the RFQ or proposal, the provisions in this document will prevail. No amendment will be effective until and unless reduced to writing and executed by the Parties.
2.0 GENERAL SCOPE OF THIS AGREEMENT

The relationship of Consultant to the City will be that of a professional consultant, and Consultant will provide the professional and technical services required under this Agreement in accordance with acceptable engineering practices and ethical standards.

Consultant has the discretion, subject to the requirement that it perform the services required under this Agreement competently and professionally in accordance with the applicable professional standards and otherwise comply with the terms of this Agreement, to select the means and methods of performing such services. In this regard, Consultant is fully responsible for the employment, direction, supervision, compensation and control of any and all persons employed or retained by the Consultant. Neither Consultant nor Consultant's contractors, subcontractors, consultants, sub-consultants, suppliers, experts, or other persons or organizations retained or utilized by Consultant for the services required under this Agreement will be considered by reason of the provisions of this Agreement or otherwise as being an employee or agent of the City. Consultant shall comply with all workers' compensation, employers' liability and other Federal, State, and municipal laws, ordinances, and regulations required of an employer performing services as provided in this agreement contemplated. Furthermore, Consultant is responsible for paying all income and employment taxes, and the City will not be responsible for collecting and paying withholding, FUTA, FICA and any other state or federal taxes.

Consultant shall perform all services in accordance with generally accepted professional standards. Consultant shall perform all services as expeditiously as is consistent with professional skill and care and the orderly progress of the work. All work of any kind, must conform to and be in compliance with, and Consultant shall be familiar with all applicable codes, laws, ordinances, regulations and restrictions, guidelines, standards, procedures and directives.

3.0 PROFESSIONAL TECHNICAL SERVICES

3.1 It shall be the responsibility of the Consultant to work with and for the City to provide Engineering/Mapping/Landscape Architectural Services within discipline:

Mapping/Geographic Information Systems/Asset Management

3.2 The documents will be prepared in sequence under individual work orders.

3.3 The Consultant shall perform all services in accordance with generally accepted professional standards. The Consultant shall perform all services as expeditiously as is consistent with professional skill and care and the orderly progress of the work. All work of any kind, shall conform to and be in compliance with, and the Consultant shall be familiar with all applicable codes, laws, ordinances, regulations and restrictions, guidelines, standards, procedures and directives.
3.4 The Consultant’s services under this Agreement will be provided under Work Authorizations. Generally, each Work Authorization will include the services for a single project or assignment, and it will contain a mutually agreed-upon detailed scope of work, fee, and schedule of performance in accordance with applicable fiscal and budgetary constraints.

3.5 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 architect services under this Agreement, and must diligently execute the work to meet the completion time established in Work Authorization. The Consultant will not sublet, assign or transfer work under this Agreement to another associated firm, a subcontractor or a Sub-consultant without the prior written consent of the City. The Consultant will require all associated firm-type firms, subcontractors and Sub-consultants to adhere to the terms of this Agreement and the utilization of any such associated firm-type firm, subcontractor or sub-consultant by the Consultant will not relieve the Consultant from any liability or responsibility to the City pursuant to the provisions of this Agreement or any duly executed work authorizations.

3.6 The City reserves the right to enter into contracts with other consulting firms for similar services. The Consultant will, when directed to do so by the City, coordinate and work with other consulting firms retained by the City.

3.7 At all times during the performance of any of the services required under this Agreement, Consultant shall comply with Title VII of the Civil Rights Act of 1964, as amended (45 C.F.R. Part 1010), and the Florida Civil Rights Act of 1992. Consultant shall not discriminate in any form or manner against its employees or applicants for employment on the basis of race, color, national origin, religion, sex, age, handicap or marital status. Further, Consultant shall comply with all applicable rules, regulations or executive order promulgated to give effect to the Civil Rights Act of 1964, as amended.

4.0 WORK AUTHORIZATIONS

4.1 There is no guarantee of work under this Agreement. Consultant shall begin work promptly after receipt of a fully executed copy of each Work Authorization, in accordance with Paragraph 3.2, above. Receipt of a fully executed Work Authorization constitutes written notice to proceed.

4.2 If Consultant’s services called for under any Work Authorization are delayed for reasons beyond the Consultant’s control, the time of performance will be adjusted as appropriate.
4.3 It is the intent of the Parties that this Agreement continue in force until five (5) years from the date of initiation, with the option of the City to provide up to one two-year extension, subject to the provisions for termination contained in this Agreement. Assignments that are in progress at the Agreement termination date will be completed by the Consultant unless specifically terminated by the City.

4.4 Consultant acknowledges and agrees that time is of the essence with respect to its performance under this Agreement and any Work Authorization.

4.5 If the project described in any Work Authorization is suspended, canceled, or abandoned by the City, without affecting any other Work Authorization or this Agreement, the Consultant will be given five (5) days prior written notice of such action and will be compensated for professional services provided up to the date of suspension, cancellation or abandonment.

4.6 Each Work Authorization may establish the following:
   a) A title for the project and/or Work Authorization number;
   b) A general description of the purpose of the work;
   c) A clear and concise description of each item of the scope of work to be performed in sufficient detail to reasonably assure both Parties as to the extent and cost of each service to be performed;
   d) The scope items to which a lump sum fee applies and the total compensation that will be paid to the Consultant by the City for completion of the project services;
   e) The scope items, which time charges apply, the rates at which they will be charged by personnel category, and the maximum total compensation amount to which they are limited for each scope item;
   f) The expenses qualified for reimbursement, and the rates at which they will be charged by expense category, and the maximum total reimbursement amount to which they are limited;
   g) Description of deliverables;
   h) The committed date of completion of the services and deliverables, with intermediate milestone dates where appropriate;
   i) When sub-consultants are to be utilized, the scope items in which they will be involved, the extent to which they will be involved, and the above-referenced fees and expenses attributable to them;
j) A designated person to act on the Consultant’s behalf on all matters concerning the Work Authorization;

k) The contract manager designated by the City; and

l) Any additional details that may be required to describe the duties and obligations of the Parties with respect to a particular Work Authorization.

5.0 PROFESSIONAL SERVICES/CONSULTANT’S COMPETITIVE NEGOTIATION ACT (CCNA) - Florida Statute 287.055

Professional Services provided under this Contract are within the scope of the practice of architecture, landscape architecture, professional engineering, or registered land surveying, as defined by the laws of the State of Florida. Section 287.055 of the Florida Statutes applies to this Contract.

6.0 GENERAL CONSIDERATIONS

6.1 All documents including field books, drawings, specifications, calculations, geotechnical investigation reports, etc., used in the preparation of the work must be supplied by the Consultant and will become the property of the City and must be made available to the City upon request at any reasonable time, including all finished or unfinished documents and other data prepared or obtained by the Consultant upon the termination of this Contract in whole or in part. 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.

6.2 The Consultant will provide expert witnesses, if required by the City, 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 will provide a basis for compensation to the Consultant.

6.3 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. The City does not warrant the accuracy or completeness of the information authored by third parties. The Consultant is responsible for independently verifying the information contained in any documents provided.

6.4 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.
6.5 Key personnel assigned to City projects by the Consultant may 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.

6.6 The Consultant shall attach a brief status report on the project(s) with each request for payment.

6.7 The Consultant warrants it is duly permitted by the laws of the State of Florida to render engineering services in the State of Florida and that one or more of its officers and employees are duly registered as professional engineers in the State of Florida. The Consultant recognizes that in rendering or performing professional services pursuant to the provisions of this Agreement, the Consultant is working for the residents of the City of Treasure Island, Florida, subject to public observation, scrutiny and inquiry and based upon said recognition, the Consultant shall in all of its relationships with the City pursuant to the provisions of this Agreement conduct itself in accordance with all of the recognized applicable ethical standards set by any related national societies, and the reasonable traditions to perform services.

7.0 COMPENSATION

7.1 The Consultant will be compensated for all services rendered under this Agreement in accordance with the provisions of each Work Authorization, upon presentation of Consultant’s invoice. An hourly rate schedule and typical methods of compensation are attached as Exhibit “B”. The amount of compensation paid to the Consultant will in no event exceed the amount set forth in the Work Authorization. The amount of per diem and travel expenses paid by the City to the Consultant will be limited to the extent set forth in section 112.061 of the Florida Statutes.

7.2 Except as may be addressed in the initiating Work Authorization, the compensation for services will be invoiced by the Consultant and paid by the City once each month. Such invoices will be due and payable upon receipt.

7.3 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. Recognizing that the City is a public entity, the Consultant shall provide all of the necessary documents and records to the City, and to any independent auditor of the City upon request, as necessary pursuant to acceptable accounting standards applicable to public bodies and to provide the necessary audit trail and justification for the City paying said compensation and expenses.
7.4 Services to be performed in accordance with this Agreement are subject to the annual appropriation of funds by the City. In its sole discretion, the City reserves the right to forgo use of Consultant for any project which may fall within the Scope of Services listed in this Agreement.

8.0 REPRESENTATIONS

8.1 CITY REPRESENTATIONS: The City conducted public announcement, qualification, competitive selection and competitive negotiation procedures for an Agreement in accordance with Section 287.055 of the Florida Statutes, the Consultants' Competitive Negotiation Act (CCNA). The request for proposals (RFQ 18-19-07) (the RFQ) was publicly advertised on, March 8, 2019. Statements of Qualifications (SOQs) were received by the deadline, including the Consultant's SOQ. The SOQs were publicly opened on May 6, 2019. An Evaluation Committee met publicly and reached consensus on the shortlist ranking. The City certified the short-listed firms, which included the Consultant, as qualified and authorized negotiation of the Agreement at a public meeting. The City has determined that it is necessary, expedient, and in its best interest to enter into this Agreement with the Consultant for the performance of professional consulting services.

8.2 CONSULTANT REPRESENTATIONS: The Consultant submitted and stands behind its proposal in response to the above RFQ as accepted into the record of the City, with the knowledge that the City is relying on the proposal as an inducement for entering into this Agreement. The Consultant acknowledges that the City also relied upon the Consultant's representations identified in this Agreement as an inducement for entering into this Agreement.

The Consultant is legally authorized to and, by capacity and experience, is qualified to perform and render all of the professional consulting engineering services identified in this Agreement and the professional qualifications of the Consultant was material inducement for the City to enter into this Agreement with the Consultant.

The Consultant, in representing the City, shall promote the best interest of the City and assume towards the City a responsible professional relationship consistent with mutual confidence and fair dealing between Consultant and the City.

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 is has not paid or agreed to pay any persons, 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. Consultant represents that it has complied with the provision of section 287.055(6) of the Florida Statutes.

The Consultant currently has no potential or actual conflict of interest with respect to providing professional services to the City. The Consultant agrees to notify the City in writing of any
commitments during the term of this Agreement which may constitute a potential or actual conflict of interest with respect to the professional services to be performed for the City. The Consultant agrees that it will not knowingly engage in any contractual or professional obligations that create an appearance of a conflict of interest with respect to the service provided pursuant to this Agreement.

The Consultant acknowledges that the City, as a unit of local government and as a subdivision of the State of Florida, is subject to controls, limitations, regulations and restraints imposed or administered pursuant to numerous applicable laws, ordinances, agreements, rules and regulations of federal, state, regional and certain local jurisdictions, governmental agencies or authorities. Additionally, the Consultant acknowledges that the City often receives grants and participates in grant or funding agreements from federal and state agencies. All services rendered or performed by the Consultant pursuant to any duly executed Work Authorization will be in conformance with any and all grant or funding agreements.

9.0 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 persons, 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.

10.0 TERMINATION

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. A substantial failure to perform in accordance with the terms of this Agreement, includes but is not limited to the following: (a) failure to begin services authorized under any particular Work Authorization within the time specified in that Work Authorization, or (b) failure to properly and timely perform the services required under this Agreement or as directed by the City, or (c) the bankruptcy or insolvency or a general assignment for the benefit of creditors by Consultant or by any of Consultant's principals, partners, officers or directors, or (d) failure to obey and comply with any applicable laws, ordinances, regulations, agency agreements or other codes of conduct. In the event of any such termination, the City is not obligated to make any further payments to Consultant until such time as the City has determined all direct costs, expenses, losses and damages which the City may have incurred as a result of such default by Consultant, whereupon the City shall be entitled to set off all costs, expenses, losses and damages so incurred by the City against any amounts due Consultant for services properly performed.
11.0 TERMINATION OF 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 in this Agreement, the Consultant will be paid for services rendered through the date of termination.

12.0 PAYMENT WHEN SERVICES ARE TERMINATED

In the event of termination of this Agreement by the City, and not due to the fault of the Consultant, the City will compensate the Consultant for all authorized services performed prior to the effective date of termination.

In the event of termination of this Agreement due to the fault of the Consultant, or at the written request of the Consultant, the City will compensate the Consultant for all authorized services completed, prior to the effective date of termination, which have resulted in a usable product or otherwise tangible benefit to the City. All such payments will be subject to an offset for any damages incurred by the City resulting from any delay occasioned by early termination. This provision will in no way be construed as the sole remedy available to the City in the event of breach by the Consultant.

13.0 SUSPENSION, CANCELLATION OR ABANDONMENT

If the project described in any Work Authorization is suspended, canceled, or abandoned by the City, without affecting any other Work Authorization or this Agreement, the Consultant will be given five (5) days prior written notice of such action and will be compensated for professional services provided up to the date of suspension, cancellation or abandonment.

This Agreement will be administered and interpreted under the laws of the State of Florida.

14.0 INDEPENDENT CONSULTANT

This Agreement does not create an employee/employer relationship between the parties. It is the parties’ intention that the Consultant, its employees, sub-consultants, representatives, volunteers, and the like, will be an independent Consultant and not an employee of the City for all purposes, including, but not limited to, the application of the following, as amended: the Fair Labor Standards Act minimum wage and overtime payments, the Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State of Florida revenue and taxation laws, the State of Florida workers’ compensation laws, the State of Florida unemployment insurance laws, and the Florida Retirement System benefits. The Consultant will retain sole and absolute discretion in the judgment on the manner and means of carrying out the Consultant’s activities and responsibilities under this Agreement.
15.0 INSURANCE

The Consultant shall maintain such insurance as specified in in General Conditions, Paragraph 37 - Insurance Requirements, of RFQ 18-19-07 to protect the City from any or all claims for property damage, personal injury, and bodily injury including death, which may arise from operations under this Agreement. Certificates of such insurance must be provided to the City prior to the City issuing the Purchase Order to the Consultant and will also be subject to its approval for adequacy of protection. The City must be named as an additional insured under all policies.

16.0 PROFESSIONAL LIABILITY

The Consultant recognizes that the registered persons practicing engineering with the Consultant as provided in Chapter 471 of the Florida Statutes are not relieved from personal liability for their professional acts and each registered person practicing engineering with the Consultant who performs consulting engineering services for the City pursuant to this Agreement or any particular Work Authorization will be liable in accordance with section 471.023(3) of the Florida Statutes.

17.0 INDEMNIFICATION

17.1 To the greatest extent permitted by law, the Consultant shall indemnify and hold harmless the City, its officers, employees, and agents from and against claims, causes of action, lawsuits, damages, judgments, losses and expenses, whether direct, indirect or consequential, including but not limited to, bodily injury, sickness, disease or death, personal injury, or injury to or destruction of tangible property, including loss of use, to the extent such claims are caused by the negligent or reckless acts or errors or omissions, or intentional wrongful misconduct by the Consultant, any sub-consultant or any other person or organization employed or utilized by Consultant to perform or furnish any of the services required under this Agreement, or anyone for whose acts any of them may be liable. This indemnity will include, but not be limited to, reasonable charges of engineers, attorneys, legal assistants, and other professionals, and costs of both defense and appeal in a court of law, or arbitration, or other tribunal, for any reason. This indemnification also includes claims, damages, losses, and expenses, including reasonable attorneys', experts', and legal assistants' fees and costs, to the extent caused by infringement of patents or copyrights, or public record violations incident to providing the services required under this Agreement. It is specifically understood and agreed that this indemnification provision does not cover or indemnify the City for its own negligence. This Indemnification provision will survive completion or termination of this Agreement.

17.2 Nothing in this Agreement will be interpreted as a waiver by the City of its rights, including the limitations of the waiver of immunity, as set forth in Section 768.28 of the Florida Statutes or
any other statutes, and the City expressly reserves these rights to the fullest extent allowed by law. This provision will survive completion or termination of this Agreement.

18.0 PUBLIC RECORDS

The Consultant acknowledges that the portion of its books and records related to its contracting activities with the City may become subject to inspection and copying under the Florida Public Records Act. The Consultant agrees to comply with the Florida Public Records Act, as applicable, including, but not limited to section 119.0701 of the Florida Statutes. The Consultant agrees, to the extent required by law, to:

1. Keep and maintain public records that ordinarily and necessarily would be required by the public agency in performing the services of the Agreement;
2. Provide the public with access to the public records under the same terms and conditions that the City would provide the records and at a cost that does not exceed the cost provided for by law;
3. Ensure that the public records that are exempt or confidential, and exempt from public record disclosure requirements, are not disclosed, except as authorized by law; and
4. Meet all requirements where retained public records and transfer, at no cost, to the City, all public records in possession of the Consultant, upon termination or completion of the Agreement and destroy any duplicate public records that are exempt or confidential, or exempt from public record disclosure requirements.

Furthermore, the Consultant agrees that all records stored electronically will be provided to the City in a format that is compatible with the information technology systems of the City. The Consultant shall promptly provide the City with a copy of any request to inspect or copy public records that Consultant receives and a copy of the Consultant's response to each request. The Consultant understands and agrees that failure to provide access to the public records will be a material breach of the Agreement, its amendments, and Work Authorizations.

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 AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:
CITY CLERK, CITY OF TREASURE ISLAND
120 108TH AVENUE
TREASURE ISLAND, FLORIDA 33706
PHONE: (727)-547-4575
FAX: (727)-547-4582
RNICKERSON@MYTREASUREISLAND.ORG
19.0 MISCELLANEOUS TERMS.

19.1 Assignment. 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. The Consultant shall not assign or transfer its interest in this Agreement without written consent of the City.

19.2 Administration. The City authorizes the City Manager to administer the terms and conditions of this Agreement on behalf of the City and to make all managerial decisions on behalf of the City as they relate to the provisions of this Agreement. The City Manager will have the authority to transmit instructions, receive information, interpret and define the policy of the City and decisions pertinent to services covered by this Agreement. The City Manager has the right from time to time to designate such other employee of the City as the City Manager may deem advisable to perform administrative and managerial functions as they relate to provisions of this Agreement.

19.3 Litigation. The services must be performed by the Consultant to the reasonable satisfaction of the City and all questions, difficulties and disputes of any nature whatsoever that may arise under or by reason of this Agreement, any duly executed Work Authorization, the prosecution fulfillment of the services under this Agreement and the character, quality, amount and value, which cannot be settled by mutual agreement of the Parties will be settled by recourse to litigation under Florida law in the appropriate court in Pinellas County, Florida. The Agreement will be governed by and construed under the laws of the State of Florida. Each Party consents to the jurisdiction of such court in any such civil action or legal proceeding and waives any objection to the above laying of venue of any such civil action or legal proceeding in such court. This provision will survive completion or termination of this Agreement.

19.4 Inspector General. The Consultant and any sub-consultants understand and will comply with section 20.055(5) of the Florida Statutes and agree to cooperate with the inspector general in any investigation, audit, inspection, review or hearing pursuant to that section.

19.5 Notice. All notices required to be given to the City or Consultant under this Agreement must be sent by (a) registered or certified mail, and notice will be deemed to have been given on the date of acceptance; or (b) delivery (i.e., courier or other hand delivery), overnight delivery, email or facsimile transmission, and notice will be deemed to have been given on the day of delivery or transmission. If the day of notice is a Saturday, Sunday, or legal holiday, notice will be deemed to have been given on the first calendar day thereafter which is not a Saturday, Sunday, or legal holiday. All notices required to be given to the City must be made to the City at:
City of Treasure Island  
Attention: Michael Munger – Purchasing Coordinator  
120 108th Avenue  
Treasure Island, Florida 33706  
Phone: (727)-547-4575  
Fax: (727)-547-4582  
mmunger@mytreasureisland.org

Or to such other address or facsimile number as the City may direct from time to time by written notice forwarded to the Consultant as provided above.

All notices required to be given to Consultant in this Agreement must be sent to Consultant at:

<table>
<thead>
<tr>
<th>Company</th>
<th>George F. Young, Inc.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Attention</td>
<td>Nicholas M. Circello, PSM</td>
</tr>
<tr>
<td>Address</td>
<td>299 Dr. MLK, Jr. Street North</td>
</tr>
<tr>
<td></td>
<td>St. Petersburg, Florida 33701</td>
</tr>
<tr>
<td>Phone</td>
<td>727-822-4317</td>
</tr>
<tr>
<td>Fax</td>
<td>727-822-2919</td>
</tr>
<tr>
<td>Email</td>
<td><a href="mailto:Circello@georgefyoung.com">Circello@georgefyoung.com</a></td>
</tr>
</tbody>
</table>

or to such address or facsimile number as the Consultant may direct from time to time by written notice forwarded to the City as provided above. E-mail transmittal of notices are considered delivered as of the date of electronic transmission. Both parties will supplement emailed notices with a formal version of the notice as outlined above.

19.6 Conflict. It is understood and agreed by the Parties that if any part, term or provision of this Agreement is held to be illegal or in conflict with any law, the validity of the remaining portions or provisions will not be affected, and the rights and obligations of the Parties will be construed and enforced as if the Agreement did not contain the particular part, term or provision held to be invalid.

19.7 Interpretation. The Parties represent and warrant that they have entered into this Agreement relying wholly upon their own judgment, belief and knowledge of the nature, extent, effect and duration of any actions, damages and liability therefore. The Parties represent that they enter into this Agreement without relying upon any statement or representation of the adverse parties other than what has been set forth in writing in this Agreement. The Parties represent that they have had the opportunity to discuss this matter with counsel of their choosing and are satisfied with its counsel and the advice received. The Parties understand this
Agreement's contents and agree that this Agreement will not be construed more strongly against any party, regardless of who is responsible for its preparation or drafting. The Parties further declare and represent that no promise, inducement, agreement or understanding not expressed in this Agreement has been made to an adverse party and that this Agreement contains the entire agreement between the Parties and that the terms of this Agreement are contractual and not a mere recital. This Agreement will be deemed and treated as drafted jointly by all the Parties, and no term, condition or provision of this Agreement will be construed more strictly against any Party.

All words used in this Agreement in the singular will extend to and include the plural, and the use of any gender will extend to and include all genders. The term "including" is not limiting. The captions and headings in this Agreement are for convenience of reference only and in no way define or limit the scope or content of this Agreement or in any way affect its provisions.

19.8 Consideration. Each party acknowledges and agrees that the covenants under this Agreement, together with the consideration exchanged under this Agreement, constitute full, fair and valuable consideration for the transfers, transactions and releases required of and by the Parties pursuant to the provisions of this Agreement and that, by virtue of the above-referenced consideration, the Parties have received reasonably equivalent value in exchange for their obligations under this Agreement. The Parties acknowledge and agree that each has received and reviewed a copy of this Agreement in the presence of their respective, independent counsel retained by them. Each party understands the purport, tenor, and effect of this Agreement, and has entered into this Agreement freely and voluntarily.

19.9 Authority. Each of the Parties covenants to the other party that it has lawful authority to enter into this Agreement, that the governing or managing body of each of the Parties has approved this Agreement and that the governing or managing body of each of the Parties has authorized the execution of this Agreement in the manner set forth in this Agreement.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]
IN WITNESS WHEREOF, the City and Consultant have made and executed this Agreement on the date and year first above written.

WITNESSES:

Elizabeth Schaefer
Printed Name

CONSULTANT

George F. Young, Inc.
Company Name

Nicholas M. Circello, PSM
Printed Name

CITY OF TREASURE ISLAND, FLORIDA

City Clerk

Mayor

Approved as to form and sufficiency:

City Attorney
# EXHIBIT B: RFQ 18-19-07 Contract Rates

**Company Name:** George F. Young  
**Discipline:** 4 - Mapping/GIS/Asset Management

## Annual Multiplier: (in %)

<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Administration</td>
<td>$14.00</td>
<td>$42.00</td>
<td>$43.26</td>
<td>$44.56</td>
<td>$45.89</td>
<td>$47.27</td>
<td>$48.69</td>
</tr>
<tr>
<td>GIS II</td>
<td>$27.25</td>
<td>$81.75</td>
<td>$84.20</td>
<td>$86.73</td>
<td>$89.33</td>
<td>$92.01</td>
<td>$94.77</td>
</tr>
<tr>
<td>GIS PM</td>
<td>$46.64</td>
<td>$139.92</td>
<td>$144.12</td>
<td>$148.44</td>
<td>$152.89</td>
<td>$157.48</td>
<td>$162.21</td>
</tr>
<tr>
<td>Instrument Person</td>
<td>$15.57</td>
<td>$46.71</td>
<td>$48.11</td>
<td>$49.55</td>
<td>$51.04</td>
<td>$52.57</td>
<td>$54.15</td>
</tr>
<tr>
<td>Party Chief</td>
<td>$21.54</td>
<td>$64.62</td>
<td>$66.56</td>
<td>$68.56</td>
<td>$70.61</td>
<td>$72.73</td>
<td>$74.91</td>
</tr>
<tr>
<td>Principal</td>
<td>$70.63</td>
<td>$211.89</td>
<td>$218.25</td>
<td>$224.79</td>
<td>$231.54</td>
<td>$238.48</td>
<td>$245.64</td>
</tr>
<tr>
<td>Rod Person</td>
<td>$13.50</td>
<td>$40.50</td>
<td>$41.72</td>
<td>$42.97</td>
<td>$44.26</td>
<td>$45.58</td>
<td>$46.95</td>
</tr>
<tr>
<td>Survey Intern</td>
<td>$14.00</td>
<td>$42.00</td>
<td>$43.26</td>
<td>$44.56</td>
<td>$45.89</td>
<td>$47.27</td>
<td>$48.69</td>
</tr>
<tr>
<td>Surveyor II</td>
<td>$40.04</td>
<td>$120.12</td>
<td>$123.72</td>
<td>$127.44</td>
<td>$131.26</td>
<td>$135.20</td>
<td>$139.25</td>
</tr>
<tr>
<td>Surveyor III</td>
<td>$48.08</td>
<td>$144.24</td>
<td>$148.57</td>
<td>$153.02</td>
<td>$157.61</td>
<td>$162.34</td>
<td>$167.21</td>
</tr>
<tr>
<td>Technician II</td>
<td>$20.75</td>
<td>$62.25</td>
<td>$64.12</td>
<td>$66.04</td>
<td>$68.02</td>
<td>$70.06</td>
<td>$72.16</td>
</tr>
<tr>
<td>Technician III</td>
<td>$26.75</td>
<td>$80.25</td>
<td>$82.66</td>
<td>$85.14</td>
<td>$87.69</td>
<td>$90.32</td>
<td>$93.03</td>
</tr>
</tbody>
</table>

**Overhead/Fringe multiplier:** 3.00

**Signature:**  
James A Akker  
**Title:** Senior Vice President  
**Date:** 9/17/19

**Notes:**

* Rates effective January 2024 will expire upon the 5-year anniversary of the contract effective date.  
** Overhead/Fringe Multiplier to remain constant throughout contract
This Agreement is made and entered into on the _____ day of ________, 2019, by and between the City of Treasure Island, Florida (City) and AECOM Technical Services, Inc. (Consultant) (collectively the “Parties”).

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, the City selected the Consultant in accordance with the competitive selection process described in Section 287.055 of the Florida Statutes, and based on information and representations given by the Consultant in a Statement for Qualifications dated May 6, 2019.

NOW, THEREFORE, in consideration of the premises and the mutual benefits which will accrue to the parties in carrying out the terms of this Agreement, it is mutually understood and agreed as follows:

1.0 AGREEMENT DOCUMENTS

This Agreement (also referred to as “Contract”) consists of this document including any and all attachments, the Request for Qualifications (RFQ) required Documents for RFQ No. 18-19-07, and Consultant’s proposal submitted in response to the RFQ on or before May 6, 2019, as if all components were set forth in this Agreement verbatim. In the event of a conflict between the terms and conditions provided in this document including the attachments and the RFQ or proposal, the provisions in this document will prevail. No amendment will be effective until and unless reduced to writing and executed by the Parties.
2.0 GENERAL SCOPE OF THIS AGREEMENT

The relationship of Consultant to the City will be that of a professional consultant, and Consultant will provide the professional and technical services required under this Agreement in accordance with acceptable engineering practices and ethical standards.

Consultant has the discretion, subject to the requirement that it perform the services required under this Agreement competently and professionally in accordance with the applicable professional standards and otherwise comply with the terms of this Agreement, to select the means and methods of performing such services. In this regard, Consultant is fully responsible for the employment, direction, supervision, compensation and control of any and all persons employed or retained by the Consultant. Neither Consultant nor Consultant's contractors, subcontractors, consultants, sub-consultants, suppliers, experts, or other persons or organizations retained or utilized by Consultant for the services required under this Agreement will be considered by reason of the provisions of this Agreement or otherwise as being an employee or agent of the City. Consultant shall comply with all workers' compensation, employers' liability and other Federal, State, and municipal laws, ordinances, and regulations required of an employer performing services as provided in this agreement contemplated. Furthermore, Consultant is responsible for paying all income and employment taxes, and the City will not be responsible for collecting and paying withholding, FUTA, FICA and any other state or federal taxes.

Consultant shall perform all services in accordance with generally accepted professional standards. Consultant shall perform all services as expeditiously as is consistent with professional skill and care and the orderly progress of the work. All work of any kind, shall conform to and be in compliance with, and Consultant shall be familiar with all applicable codes, laws, ordinances, regulations and restrictions, guidelines, standards, procedures and directives.

3.0 PROFESSIONAL TECHNICAL SERVICES

3.1 It shall be the responsibility of the Consultant to work with and for the City to provide Engineering/Mapping/Landscape Architectural Services within discipline:

(5) Moveable Bridges Engineering_____.

3.2 The documents will be prepared in sequence under individual work orders.

3.3 The Consultant shall perform all services in accordance with generally accepted professional standards. The Consultant shall perform all services as expeditiously as is consistent with professional skill and care and the orderly progress of the work. All work of any kind, shall conform to and be in compliance with, and the Consultant shall be familiar with all applicable codes, laws, ordinances, regulations and restrictions, guidelines, standards, procedures and directives.
3.4 The Consultant’s services under this Agreement will be provided under Work Authorizations. Generally, each Work Authorization will include the services for a single project or assignment, and it will contain a mutually agreed-upon detailed scope of work, fee, and schedule of performance in accordance with applicable fiscal and budgetary constraints.

3.5 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 architect services under this Agreement, and must diligently execute the work to meet the completion time established in Work Authorization. The Consultant will not sublet, assign or transfer work under this Agreement to another associated firm, a subcontractor or a Sub-consultant without the prior written consent of the City. The Consultant will require all associated firm-type firms, subcontractors and Sub-consultants to adhere to the terms of this Agreement and the utilization of any such associated firm-type firm, subcontractor or sub-consultant by the Consultant will not relieve the Consultant from any liability or responsibility to the City pursuant to the provisions of this Agreement or any duly executed work authorizations.

3.6 The City reserves the right to enter into contracts with other consulting firms for similar services. The Consultant will, when directed to do so by the City, coordinate and work with other consulting firms retained by the City.

3.7 At all times during the performance of any of the services required under this Agreement, Consultant shall comply with Title VII of the Civil Rights Act of 1964, as amended (45 C.F.R. Part 1010), and the Florida Civil Rights Act of 1992. Consultant shall not discriminate in any form or manner against its employees or applicants for employment on the basis of race, color, national origin, religion, sex, age, handicap or marital status. Further, Consultant shall comply with all applicable rules, regulations or executive order promulgated to give effect to the Civil Rights Act of 1964, as amended.

4.0 WORK AUTHORIZATIONS

4.1 There is no guarantee of work under this Agreement. Consultant shall begin work promptly after receipt of a fully executed copy of each Work Authorization, in accordance with Paragraph 3.2, above. Receipt of a fully executed Work Authorization constitutes written notice to proceed.

4.2 If Consultant’s services called for under any Work Authorization are delayed for reasons beyond the Consultant’s control, the time of performance will be adjusted as appropriate.
4.3 It is the intent of the Parties that this Agreement continue in force until five (5) years from the date of initiation, with the option of the City to provide up to one two-year extension, subject to the provisions for termination contained in this Agreement. Assignments that are in progress at the Agreement termination date will be completed by the Consultant unless specifically terminated by the City.

4.4 Consultant acknowledges and agrees that time is of the essence with respect to its performance under this Agreement and any Work Authorization.

4.5 If the project described in any Work Authorization is suspended, canceled, or abandoned by the City, without affecting any other Work Authorization or this Agreement, the Consultant will be given five (5) days prior written notice of such action and will be compensated for professional services provided up to the date of suspension, cancellation or abandonment.

4.6 Each Work Authorization may establish the following:

   a) A title for the project and/or Work Authorization number;
   b) A general description of the purpose of the work;
   c) A clear and concise description of each item of the scope of work to be performed in sufficient detail to reasonably assure both Parties as to the extent and cost of each service to be performed;
   d) The scope items to which a lump sum fee applies and the total compensation that will be paid to the Consultant by the City for completion of the project services;
   e) The scope items, which time charges apply, the rates at which they will be charged by personnel category, and the maximum total compensation amount to which they are limited for each scope item;
   f) The expenses qualified for reimbursement, and the rates at which they will be charged by expense category, and the maximum total reimbursement amount to which they are limited;
   g) Description of deliverables;
   h) The committed date of completion of the services and deliverables, with intermediate milestone dates where appropriate;
   i) When sub-consultants are to be utilized, the scope items in which they will be involved, the extent to which they will be involved, and the above-referenced fees and expenses attributable to them;
j) A designated person to act on the Consultant’s behalf on all matters concerning the Work Authorization;

k) The contract manager designated by the City; and

l) Any additional details that may be required to describe the duties and obligations of the Parties with respect to a particular Work Authorization.

5.0 PROFESSIONAL SERVICES/CONSULTANT’S COMPETITIVE NEGOTIATION ACT (CCNA) - Florida Statute 287.055

Professional Services provided under this Contract are within the scope of the practice of architecture, landscape architecture, professional engineering, or registered land surveying, as defined by the laws of the State of Florida. Section 287.055 of the Florida Statutes applies to this Contract.

6.0 GENERAL CONSIDERATIONS

6.1 All documents including field books, drawings, specifications, calculations, geotechnical investigation reports, etc., used in the preparation of the work must be supplied by the Consultant and will become the property of the City and must be made available to the City upon request at any reasonable time, including all finished or unfinished documents and other data prepared or obtained by the Consultant upon the termination of this Contract in whole or in part. 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.

6.2 The Consultant will provide expert witnesses, if required by the City, 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 will provide a basis for compensation to the Consultant.

6.3 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. The City does not warrant the accuracy or completeness of the information authored by third parties. The Consultant is responsible for independently verifying the information contained in any documents provided.

6.4 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.
6.5 Key personnel assigned to City projects by the Consultant may 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.

6.6 The Consultant shall attach a brief status report on the project(s) with each request for payment.

6.7 The Consultant warrants it is duly permitted by the laws of the State of Florida to render engineering services in the State of Florida and that one or more of its officers and employees are duly registered as professional engineers in the State of Florida. The Consultant recognizes that in rendering or performing professional services pursuant to the provisions of this Agreement, the Consultant is working for the residents of the City of Treasure Island, Florida, subject to public observation, scrutiny and inquiry and based upon said recognition, the Consultant shall in all of its relationships with the City pursuant to the provisions of this Agreement conduct itself in accordance with all of the recognized applicable ethical standards set by any related national societies, and the reasonable traditions to perform services.

7.0 COMPENSATION

7.1 The Consultant will be compensated for all services rendered under this Agreement in accordance with the provisions of each Work Authorization, upon presentation of Consultant’s invoice. An hourly rate schedule and typical methods of compensation are attached as Exhibit “B”. The amount of compensation paid to the Consultant will in no event exceed the amount set forth in the Work Authorization. The amount of per diem and travel expenses paid by the City to the Consultant will be limited to the extent set forth in section 112.061 of the Florida Statutes.

7.2 Except as may be addressed in the initiating Work Authorization, the compensation for services will be invoiced by the Consultant and paid by the City once each month. Such invoices will be due and payable upon receipt.

7.3 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. Recognizing that the City is a public entity, the Consultant shall provide all of the necessary documents and records to the City, and to any independent auditor of the City upon request, as necessary pursuant to acceptable accounting standards applicable to public bodies and to provide the necessary audit trail and justification for the City paying said compensation and expenses.
7.4 Services to be performed in accordance with this Agreement are subject to the annual appropriation of funds by the City. In its sole discretion, the City reserves the right to forgo use of Consultant for any project which may fall within the Scope of Services listed in this Agreement.

8.0 REPRESENTATIONS

8.1 CITY REPRESENTATIONS: The City conducted public announcement, qualification, competitive selection and competitive negotiation procedures for an Agreement in accordance with Section 287.055 of the Florida Statutes, the Consultants’ Competitive Negotiation Act (CCNA). The request for proposals (RFQ 18-19-07) (the RFQ) was publicly advertised on, March 8, 2019. Statements of Qualifications (SOQs) were received by the deadline, including the Consultant’s SOQ. The SOQs were publicly opened on May 6, 2019. An Evaluation Committee met publicly and reached consensus on the shortlist ranking. The City certified the short-listed firms, which included the Consultant, as qualified and authorized negotiation of the Agreement at a public meeting. The City has determined that it is necessary, expedient, and in its best interest to enter into this Agreement with the Consultant for the performance of professional consulting services.

8.2 CONSULTANT REPRESENTATIONS: The Consultant submitted and stands behind its proposal in response to the above RFQ as accepted into the record of the City, with the knowledge that the City is relying on the proposal as an inducement for entering into this Agreement. The Consultant acknowledges that the City also relied upon the Consultant’s representations identified in this Agreement as an inducement for entering into this Agreement.

The Consultant is legally authorized to and, by capacity and experience, is qualified to perform and render all of the professional consulting engineering services identified in this Agreement and the professional qualifications of the Consultant was material inducement for the City to enter into this Agreement with the Consultant.

The Consultant, in representing the City, shall promote the best interest of the City and assume towards the City a responsible professional relationship consistent with mutual confidence and fair dealing between Consultant and the City.

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 is has not paid or agreed to pay any persons, 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. Consultant represents that it has complied with the provision of section 287.055(6) of the Florida Statutes.

The Consultant currently has no potential or actual conflict of interest with respect to providing professional services to the City. The Consultant agrees to notify the City in writing of any
commitments during the term of this Agreement which may constitute a potential or actual conflict of interest with respect to the professional services to be performed for the City. The Consultant agrees that it will not knowingly engage in any contractual or professional obligations that create an appearance of a conflict of interest with respect to the service provided pursuant to this Agreement.

The Consultant acknowledges that the City, as a unit of local government and as a subdivision of the State of Florida, is subject to controls, limitations, regulations and restraints imposed or administered pursuant to numerous applicable laws, ordinances, agreements, rules and regulations of federal, state, regional and certain local jurisdictions, governmental agencies or authorities. Additionally, the Consultant acknowledges that the City often receives grants and participates in grant or funding agreements from federal and state agencies. All services rendered or performed by the Consultant pursuant to any duly executed Work Authorization will be in conformance with any and all grant or funding agreements.

9.0 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 persons, 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.

10.0 TERMINATION

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. A substantial failure to perform in accordance with the terms of this Agreement, includes but is not limited to the following: (a) failure to begin services authorized under any particular Work Authorization within the time specified in that Work Authorization, or (b) failure to properly and timely perform the services required under this Agreement or as directed by the City, or (c) the bankruptcy or insolvency or a general assignment for the benefit of creditors by Consultant or by any of Consultant's principals, partners, officers or directors, or (d) failure to obey and comply with any applicable laws, ordinances, regulations, agency agreements or other codes of conduct. In the event of any such termination, the City is not obligated to make any further payments to Consultant until such time as the City has determined all direct costs, expenses, losses and damages which the City may have incurred as a result of such default by Consultant, whereupon the City shall be entitled to set off all costs, expenses, losses and damages so incurred by the City against any amounts due Consultant for services properly performed.
11.0 TERMINATION OF 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 in this Agreement, the Consultant will be paid for services rendered through the date of termination.

12.0 PAYMENT WHEN SERVICES ARE TERMINATED

In the event of termination of this Agreement by the City, and not due to the fault of the Consultant, the City will compensate the Consultant for all authorized services performed prior to the effective date of termination.

In the event of termination of this Agreement due to the fault of the Consultant, or at the written request of the Consultant, the City will compensate the Consultant for all authorized services completed, prior to the effective date of termination, which have resulted in a usable product or otherwise tangible benefit to the City. All such payments will be subject to an offset for any damages incurred by the City resulting from any delay occasioned by early termination. This provision will in no way be construed as the sole remedy available to the City in the event of breach by the Consultant.

13.0 SUSPENSION, CANCELLATION OR ABANDONMENT

If the project described in any Work Authorization is suspended, canceled, or abandoned by the City, without affecting any other Work Authorization or this Agreement, the Consultant will be given five (5) days prior written notice of such action and will be compensated for professional services provided up to the date of suspension, cancellation or abandonment.

This Agreement will be administered and interpreted under the laws of the State of Florida.

14.0 INDEPENDENT CONSULTANT

This Agreement does not create an employee/employer relationship between the parties. It is the parties’ intention that the Consultant, its employees, sub-consultants, representatives, volunteers, and the like, will be an independent Consultant and not an employee of the City for all purposes, including, but not limited to, the application of the following, as amended: the Fair Labor Standards Act minimum wage and overtime payments, the Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State of Florida revenue and taxation laws, the State of Florida workers’ compensation laws, the State of Florida unemployment insurance laws, and the Florida Retirement System benefits. The Consultant will retain sole and absolute discretion in the judgment on the manner and means of carrying out the Consultant’s activities and responsibilities under this Agreement.
15.0 INSURANCE

The Consultant shall maintain such insurance as specified in in General Conditions, Paragraph 37 - Insurance Requirements, of RFQ 18-19-07 to protect the City from any or all claims for property damage, personal injury, and bodily injury including death, which may arise from operations under this Agreement. Certificates of such insurance must be provided to the City prior to the City issuing the Purchase Order to the Consultant and will also be subject to its approval for adequacy of protection. The City must be named as an additional insured under all policies.

16.0 PROFESSIONAL LIABILITY

The Consultant recognizes that the registered persons practicing engineering with the Consultant as provided in Chapter 471 of the Florida Statutes are not relieved from personal liability for their professional acts and each registered person practicing engineering with the Consultant who performs consulting engineering services for the City pursuant to this Agreement or any particular Work Authorization will be liable in accordance with section 471.023(3) of the Florida Statutes.

17.0 INDEMNIFICATION

17.1 To the greatest extent permitted by law, the Consultant shall indemnify and hold harmless the City, its officers, employees, and agents from and against claims, causes of action, lawsuits, damages, judgments, losses and expenses, whether direct, indirect or consequential, including but not limited to, bodily injury, sickness, disease or death, personal injury, or injury to or destruction of tangible property, including loss of use, to the extent such claims are caused by the negligent or reckless acts or errors or omissions, or intentional wrongful misconduct by the Consultant, any sub-consultant or any other person or organization employed or utilized by Consultant to perform or furnish any of the services required under this Agreement, or anyone for whose acts any of them may be liable. This indemnity will include, but not be limited to, reasonable charges of engineers, attorneys, legal assistants, and other professionals, and costs of both defense and appeal in a court of law, or arbitration, or other tribunal, for any reason. This indemnification also includes claims, damages, losses, and expenses, including reasonable attorneys', experts', and legal assistants' fees and costs, to the extent caused by infringement of patents or copyrights, or public record violations incident to providing the services required under this Agreement. It is specifically understood and agreed that this indemnification provision does not cover or indemnify the City for its own negligence. This Indemnification provision will survive completion or termination of this Agreement.

17.2 Nothing in this Agreement will be interpreted as a waiver by the City of its rights, including the limitations of the waiver of immunity, as set forth in Section 768.28 of the Florida Statutes or
18.0 PUBLIC RECORDS

The Consultant acknowledges that the portion of its books and records related to its contracting activities with the City may become subject to inspection and copying under the Florida Public Records Act. The Consultant agrees to comply with the Florida Public Records Act, as applicable, including, but not limited to section 119.0701 of the Florida Statutes. The Consultant agrees, to the extent required by law, to:

1. Keep and maintain public records that ordinarily and necessarily would be required by the public agency in performing the services of the Agreement;
2. Provide the public with access to the public records under the same terms and conditions that the City would provide the records and at a cost that does not exceed the cost provided for by law;
3. Ensure that the public records that are exempt or confidential, and exempt from public record disclosure requirements, are not disclosed, except as authorized by law; and
4. Meet all requirements where retained public records and transfer, at no cost, to the City, all public records in possession of the Consultant, upon termination or completion of the Agreement and destroy any duplicate public records that are exempt or confidential, or exempt from public record disclosure requirements.

Furthermore, the Consultant agrees that all records stored electronically will be provided to the City in a format that is compatible with the information technology systems of the City. The Consultant shall promptly provide the City with a copy of any request to inspect or copy public records that Consultant receives and a copy of the Consultant's response to each request. The Consultant understands and agrees that failure to provide access to the public records will be a material breach of the Agreement, its amendments, and Work Authorizations.

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 AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

CITY CLERK, CITY OF TREASURE ISLAND
120 108TH AVENUE
TREASURE ISLAND, FLORIDA 33706
PHONE: (727)-547-4575
FAX: (727)-547-4582
RNICKERSON@MYTREASUREISLAND.ORG
19.0 MISCELLANEOUS TERMS.

19.1 Assignment. 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. The Consultant shall not assign or transfer its interest in this Agreement without written consent of the City.

19.2 Administration. The City authorizes the City Manager to administer the terms and conditions of this Agreement on behalf of the City and to make all managerial decisions on behalf of the City as they relate to the provisions of this Agreement. The City Manager will have the authority to transmit instructions, receive information, interpret and define the policy of the City and decisions pertinent to services covered by this Agreement. The City Manager has the right from time to time to designate such other employee of the City as the City Manager may deem advisable to perform administrative and managerial functions as they relate to provisions of this Agreement.

19.3 Litigation. The services must be performed by the Consultant to the reasonable satisfaction of the City and all questions, difficulties and disputes of any nature whatsoever that may arise under or by reason of this Agreement, any duly executed Work Authorization, the prosecution fulfillment of the services under this Agreement and the character, quality, amount and value, which cannot be settled by mutual agreement of the Parties will be settled by recourse to litigation under Florida law in the appropriate court in Pinellas County, Florida. The Agreement will be governed by and construed under the laws of the State of Florida. Each Party consents to the jurisdiction of such court in any such civil action or legal proceeding and waives any objection to the above laying of venue of any such civil action or legal proceeding in such court. This provision will survive completion or termination of this Agreement.

19.4 Inspector General. The Consultant and any sub-consultants understand and will comply with section 20.055(5) of the Florida Statutes and agree to cooperate with the inspector general in any investigation, audit, inspection, review or hearing pursuant to that section.

19.5 Notice. All notices required to be given to the City or Consultant under this Agreement must be sent by (a) registered or certified mail, and notice will be deemed to have been given on the date of acceptance; or (b) delivery (i.e., courier or other hand delivery), overnight delivery, email or facsimile transmission, and notice will be deemed to have been given on the day of delivery or transmission. If the day of notice is a Saturday, Sunday, or legal holiday, notice will be deemed to have been given on the first calendar day thereafter which is not a Saturday, Sunday, or legal holiday. All notices required to be given to the City must be made to the City at:
City of Treasure Island  
Attention: Michael Munger – Purchasing Coordinator  
120 108th Avenue  
Treasure Island, Florida 33706  
Phone: (727)-547-4575  
Fax: (727)-547-4582  
mmunger@mytreasureisland.org

Or to such other address or facsimile number as the City may direct from time to time by written notice forwarded to the Consultant as provided above.

All notices required to be given to Consultant in this Agreement must be sent to Consultant at:

<table>
<thead>
<tr>
<th>Company:</th>
<th>AECOM Technical Services, Inc.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Attention:</td>
<td>Mark S. Eicholtz</td>
</tr>
<tr>
<td>Address:</td>
<td>7650 West Courtney Campbell Causeway</td>
</tr>
<tr>
<td></td>
<td>Tampa, FL 33607-1462</td>
</tr>
<tr>
<td>Phone:</td>
<td>813.636.2466</td>
</tr>
<tr>
<td>Fax:</td>
<td>813.287.8591</td>
</tr>
<tr>
<td>Email:</td>
<td><a href="mailto:mark.eicholtz@aecom.com">mark.eicholtz@aecom.com</a></td>
</tr>
</tbody>
</table>

or to such address or facsimile number as the Consultant may direct from time to time by written notice forwarded to the City as provided above. E-mail transmittal of notices are considered delivered as of the date of electronic transmission. Both parties will supplement emailed notices with a formal version of the notice as outlined above.

19.6 Conflict. It is understood and agreed by the Parties that if any part, term or provision of this Agreement is held to be illegal or in conflict with any law, the validity of the remaining portions or provisions will not be affected, and the rights and obligations of the Parties will be construed and enforced as if the Agreement did not contain the particular part, term or provision held to be invalid.

19.7 Interpretation. The Parties represent and warrant that they have entered into this Agreement relying wholly upon their own judgment, belief and knowledge of the nature, extent, effect and duration of any actions, damages and liability therefore. The Parties represent that they enter into this Agreement without relying upon any statement or representation of the adverse parties other than what has been set forth in writing in this Agreement. The Parties represent that they have had the opportunity to discuss this matter with counsel of their choosing and are satisfied with its counsel and the advice received. The Parties understand this
Agreement's contents and agree that this Agreement will not be construed more strongly against any party, regardless of who is responsible for its preparation or drafting. The Parties further declare and represent that no promise, inducement, agreement or understanding not expressed in this Agreement has been made to an adverse party and that this Agreement contains the entire agreement between the Parties and that the terms of this Agreement are contractual and not a mere recital. This Agreement will be deemed and treated as drafted jointly by all the Parties, and no term, condition or provision of this Agreement will be construed more strictly against any Party.

All words used in this Agreement in the singular will extend to and include the plural, and the use of any gender will extend to and include all genders. The term "including" is not limiting. The captions and headings in this Agreement are for convenience of reference only and in no way define or limit the scope or content of this Agreement or in any way affect its provisions.

19.8 Consideration. Each party acknowledges and agrees that the covenants under this Agreement, together with the consideration exchanged under this Agreement, constitute full, fair and valuable consideration for the transfers, transactions and releases required of and by the Parties pursuant to the provisions of this Agreement and that, by virtue of the above-referenced consideration, the Parties have received reasonably equivalent value in exchange for their obligations under this Agreement. The Parties acknowledge and agree that each has received and reviewed a copy of this Agreement in the presence of their respective, independent counsel retained by them. Each party understands the purport, tenor, and effect of this Agreement, and has entered into this Agreement freely and voluntarily.

19.9 Authority. Each of the Parties covenants to the other party that it has lawful authority to enter into this Agreement, that the governing or managing body of each of the Parties has approved this Agreement and that the governing or managing body of each of the Parties has authorized the execution of this Agreement in the manner set forth in this Agreement.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]
IN WITNESS WHEREOF, the City and Consultant have made and executed this Agreement on the date and year first above written.

WITNESSES:

Stacy Lee Funk

Printed Name

CONSULTANT

AECOM Technical Services, Inc.

Company Name

Mark S. Eicholtz

Printed Name

Structures Department Manager

Title

CITY OF TREASURE ISLAND, FLORIDA

Mayor

City Clerk

Approved as to form and sufficiency:

City Attorney
## EXHIBIT B: RFQ 18-19-07 Contract Rates

**Company Name:** AECOM  
**Discipline:** 5 - Moveable Bridges

### Annual Multiplier: (in %)

<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Chief Engineer</td>
<td>$82.08</td>
<td>$229.82</td>
<td>$236.72</td>
<td>$243.82</td>
<td>$251.13</td>
<td>$258.67</td>
<td>$266.43</td>
</tr>
<tr>
<td>Project Manager</td>
<td>$85.36</td>
<td>$183.01</td>
<td>$188.50</td>
<td>$194.15</td>
<td>$199.98</td>
<td>$205.98</td>
<td>$212.16</td>
</tr>
<tr>
<td>Senior Engineer</td>
<td>$64.66</td>
<td>$181.05</td>
<td>$186.48</td>
<td>$192.07</td>
<td>$197.84</td>
<td>$203.77</td>
<td>$209.88</td>
</tr>
<tr>
<td>Senior Architect</td>
<td>$71.92</td>
<td>$201.38</td>
<td>$207.42</td>
<td>$213.64</td>
<td>$220.05</td>
<td>$226.65</td>
<td>$233.45</td>
</tr>
<tr>
<td>Architect</td>
<td>$40.79</td>
<td>$114.21</td>
<td>$117.64</td>
<td>$121.17</td>
<td>$124.80</td>
<td>$128.55</td>
<td>$132.40</td>
</tr>
<tr>
<td>Engineer</td>
<td>$47.82</td>
<td>$133.90</td>
<td>$137.91</td>
<td>$142.05</td>
<td>$146.31</td>
<td>$150.70</td>
<td>$155.22</td>
</tr>
<tr>
<td>Ecologist</td>
<td>$32.65</td>
<td>$91.42</td>
<td>$94.16</td>
<td>$96.99</td>
<td>$99.90</td>
<td>$102.89</td>
<td>$105.98</td>
</tr>
<tr>
<td>CAD Operator</td>
<td>$50.47</td>
<td>$141.32</td>
<td>$145.56</td>
<td>$149.92</td>
<td>$154.42</td>
<td>$159.05</td>
<td>$163.82</td>
</tr>
<tr>
<td>CEI Project Engineer</td>
<td>$61.45</td>
<td>$172.06</td>
<td>$177.22</td>
<td>$182.54</td>
<td>$188.01</td>
<td>$193.66</td>
<td>$199.46</td>
</tr>
<tr>
<td>CEI Inspector</td>
<td>$40.53</td>
<td>$113.48</td>
<td>$116.89</td>
<td>$120.40</td>
<td>$124.01</td>
<td>$127.73</td>
<td>$131.56</td>
</tr>
<tr>
<td>Clerical</td>
<td>$29.25</td>
<td>$81.90</td>
<td>$84.36</td>
<td>$86.89</td>
<td>$89.49</td>
<td>$92.18</td>
<td>$94.94</td>
</tr>
</tbody>
</table>

**Overhead/Fringe Multiplier:** 2.80  

**Signature:**  
**Associate Vice President:**

Mark S. Eicholtz  
9/13/2019  
Date

**Notes:**  
* Rates effective January 2024 will expire upon the 5-year anniversary of the contract effective date.  
** Overhead/Fringe Multiplier to remain constant throughout contract
CONTRACT BETWEEN THE CITY OF TREASURE ISLAND AND
Michael Baker International, Inc.

PERTAINING TO ENGINEERING, MAPPING & LANDSCAPE
ARCHITECTURAL SERVICES RFQ 18-19-07
AGREEMENT FOR PROFESSIONAL SERVICES -
DISCIPLINE: 6 - Environmental and Geotechnical

This Agreement is made and entered into on the_______day of_______, 2019, by and between the City of Treasure Island, Florida (City) and Michael Baker International, Inc. (Consultant) (collectively the “Parties”).

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, the City selected the Consultant in accordance with the competitive selection process described in Section 287.055 of the Florida Statutes, and based on information and representations given by the Consultant in a Statement for Qualifications dated May 6, 2019.

NOW, THEREFORE, in consideration of the premises and the mutual benefits which will accrue to the parties in carrying out the terms of this Agreement, it is mutually understood and agreed as follows:

1.0 AGREEMENT DOCUMENTS

This Agreement (also referred to as “Contract”) consists of this document including any and all attachments, the Request for Qualifications (RFQ) required Documents for RFQ No. 18-19-07, and Consultant's proposal submitted in response to the RFQ on or before May 6, 2019, as if all components were set forth in this Agreement verbatim. In the event of a conflict between the terms and conditions provided in this document including the attachments and the RFQ or proposal, the provisions in this document will prevail. No amendment will be effective until and unless reduced to writing and executed by the Parties.
2.0 GENERAL SCOPE OF THIS AGREEMENT

The relationship of Consultant to the City will be that of a professional consultant, and Consultant will provide the professional and technical services required under this Agreement in accordance with acceptable engineering practices and ethical standards.

Consultant has the discretion, subject to the requirement that it perform the services required under this Agreement competently and professionally in accordance with the applicable professional standards and otherwise comply with the terms of this Agreement, to select the means and methods of performing such services. In this regard, Consultant is fully responsible for the employment, direction, supervision, compensation and control of any and all persons employed or retained by the Consultant. Neither Consultant nor Consultant's contractors, subcontractors, consultants, sub-consultants, suppliers, experts, or other persons or organizations retained or utilized by Consultant for the services required under this Agreement will be considered by reason of the provisions of this Agreement or otherwise as being an employee or agent of the City. Consultant shall comply with all workers' compensation, employers' liability and other Federal, State, and municipal laws, ordinances, and regulations required of an employer performing services as provided in this agreement contemplated. Furthermore, Consultant is responsible for paying all income and employment taxes, and the City will not be responsible for collecting and paying withholding, FUTA, FICA and any other state or federal taxes.

Consultant shall perform all services in accordance with generally accepted professional standards. Consultant shall perform all services as expeditiously as is consistent with professional skill and care and the orderly progress of the work. All work of any kind, must conform to and be in compliance with, and Consultant shall be familiar with all applicable codes, laws, ordinances, regulations and restrictions, guidelines, standards, procedures and directives.

3.0 PROFESSIONAL TECHNICAL SERVICES

3.1 It shall be the responsibility of the Consultant to work with and for the City to provide Engineering/Mapping/Landscape Architectural Services within discipline:

6 - Environmental and Geotechnical

3.2 The documents will be prepared in sequence under individual work orders.

3.3 The Consultant shall perform all services in accordance with generally accepted professional standards. The Consultant shall perform all services as expeditiously as is consistent with professional skill and care and the orderly progress of the work. All work of any kind, shall conform to and be in compliance with, and the Consultant shall be familiar with all applicable codes, laws, ordinances, regulations and restrictions, guidelines, standards, procedures and directives.
3.4 The Consultant’s services under this Agreement will be provided under Work Authorizations. Generally, each Work Authorization will include the services for a single project or assignment, and it will contain a mutually agreed-upon detailed scope of work, fee, and schedule of performance in accordance with applicable fiscal and budgetary constraints.

3.5 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 architect services under this Agreement, and must diligently execute the work to meet the completion time established in Work Authorization. The Consultant will not sublet, assign or transfer work under this Agreement to another associated firm, a subcontractor or a Sub-consultant without the prior written consent of the City. The Consultant will require all associated firm-type firms, subcontractors and Sub-consultants to adhere to the terms of this Agreement and the utilization of any such associated firm-type firm, subcontractor or sub-consultant by the Consultant will not relieve the Consultant from any liability or responsibility to the City pursuant to the provisions of this Agreement or any duly executed work authorizations.

3.6 The City reserves the right to enter into contracts with other consulting firms for similar services. The Consultant will, when directed to do so by the City, coordinate and work with other consulting firms retained by the City.

3.7 At all times during the performance of any of the services required under this Agreement, Consultant shall comply with Title VII of the Civil Rights Act of 1964, as amended (45 C.F.R. Part 1010), and the Florida Civil Rights Act of 1992. Consultant shall not discriminate in any form or manner against its employees or applicants for employment on the basis of race, color, national origin, religion, sex, age, handicap or marital status. Further, Consultant shall comply with all applicable rules, regulations or executive order promulgated to give effect to the Civil Rights Act of 1964, as amended.

4.0 WORK AUTHORIZATIONS

4.1 There is no guarantee of work under this Agreement. Consultant shall begin work promptly after receipt of a fully executed copy of each Work Authorization, in accordance with Paragraph 3.2, above. Receipt of a fully executed Work Authorization constitutes written notice to proceed.

4.2 If Consultant’s services called for under any Work Authorization are delayed for reasons beyond the Consultant’s control, the time of performance will be adjusted as appropriate.
4.3 It is the intent of the Parties that this Agreement continue in force until five (5) years from the date of initiation, with the option of the City to provide up to one two-year extension, subject to the provisions for termination contained in this Agreement. Assignments that are in progress at the Agreement termination date will be completed by the Consultant unless specifically terminated by the City.

4.4 Consultant acknowledges and agrees that time is of the essence with respect to its performance under this Agreement and any Work Authorization.

4.5 If the project described in any Work Authorization is suspended, canceled, or abandoned by the City, without affecting any other Work Authorization or this Agreement, the Consultant will be given five (5) days prior written notice of such action and will be compensated for professional services provided up to the date of suspension, cancellation or abandonment.

4.6 Each Work Authorization may establish the following:

a) A title for the project and/or Work Authorization number;

b) A general description of the purpose of the work;

c) A clear and concise description of each item of the scope of work to be performed in sufficient detail to reasonably assure both Parties as to the extent and cost of each service to be performed;

d) The scope items to which a lump sum fee applies and the total compensation that will be paid to the Consultant by the City for completion of the project services;

e) The scope items, which time charges apply, the rates at which they will be charged by personnel category, and the maximum total compensation amount to which they are limited for each scope item;

f) The expenses qualified for reimbursement, and the rates at which they will be charged by expense category, and the maximum total reimbursement amount to which they are limited;

g) Description of deliverables;

h) The committed date of completion of the services and deliverables, with intermediate milestone dates where appropriate;

i) When sub-consultants are to be utilized, the scope items in which they will be involved, the extent to which they will be involved, and the above-referenced fees and expenses attributable to them;
j) A designated person to act on the Consultant’s behalf on all matters concerning the Work Authorization;

k) The contract manager designated by the City; and

l) Any additional details that may be required to describe the duties and obligations of the Parties with respect to a particular Work Authorization.

5.0  PROFESSIONAL SERVICES/CONSULTANT’S COMPETITIVE NEGOTIATION ACT (CCNA) - Florida Statute 287.055

Professional Services provided under this Contract are within the scope of the practice of architecture, landscape architecture, professional engineering, or registered land surveying, as defined by the laws of the State of Florida. Section 287.055 of the Florida Statutes applies to this Contract.

6.0  GENERAL CONSIDERATIONS

6.1 All documents including field books, drawings, specifications, calculations, geotechnical investigation reports, etc., used in the preparation of the work must be supplied by the Consultant and will become the property of the City and must be made available to the City upon request at any reasonable time, including all finished or unfinished documents and other data prepared or obtained by the Consultant upon the termination of this Contract in whole or in part. 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.

6.2 The Consultant will provide expert witnesses, if required by the City, 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 will provide a basis for compensation to the Consultant.

6.3 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. The City does not warrant the accuracy or completeness of the information authored by third parties. The Consultant is responsible for independently verifying the information contained in any documents provided.

6.4 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.
6.5 Key personnel assigned to City projects by the Consultant may 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.

6.6 The Consultant shall attach a brief status report on the project(s) with each request for payment.

6.7 The Consultant warrants it is duly permitted by the laws of the State of Florida to render engineering services in the State of Florida and that one or more of its officers and employees are duly registered as professional engineers in the State of Florida. The Consultant recognizes that in rendering or performing professional services pursuant to the provisions of this Agreement, the Consultant is working for the residents of the City of Treasure Island, Florida, subject to public observation, scrutiny and inquiry and based upon said recognition, the Consultant shall in all of its relationships with the City pursuant to the provisions of this Agreement conduct itself in accordance with all of the recognized applicable ethical standards set by any related national societies, and the reasonable traditions to perform services.

7.0 COMPENSATION

7.1 The Consultant will be compensated for all services rendered under this Agreement in accordance with the provisions of each Work Authorization, upon presentation of Consultant’s invoice. An hourly rate schedule and typical methods of compensation are attached as Exhibit “B”. The amount of compensation paid to the Consultant will in no event exceed the amount set forth in the Work Authorization. The amount of per diem and travel expenses paid by the City to the Consultant will be limited to the extent set forth in section 112.061 of the Florida Statutes.

7.2 Except as may be addressed in the initiating Work Authorization, the compensation for services will be invoiced by the Consultant and paid by the City once each month. Such invoices will be due and payable upon receipt.

7.3 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. Recognizing that the City is a public entity, the Consultant shall provide all of the necessary documents and records to the City, and to any independent auditor of the City upon request, as necessary pursuant to acceptable accounting standards applicable to public bodies and to provide the necessary audit trail and justification for the City paying said compensation and expenses.
7.4 Services to be performed in accordance with this Agreement are subject to the annual appropriation of funds by the City. In its sole discretion, the City reserves the right to forgo use of Consultant for any project which may fall within the Scope of Services listed in this Agreement.

8.0 REPRESENTATIONS

8.1 CITY REPRESENTATIONS: The City conducted public announcement, qualification, competitive selection and competitive negotiation procedures for an Agreement in accordance with Section 287.055 of the Florida Statutes, the Consultants' Competitive Negotiation Act (CCNA). The request for proposals (RFQ 18-19-07) (the RFQ) was publicly advertised on March 8, 2019. Statements of Qualifications (SOQs) were received by the deadline, including the Consultant's SOQ. The SOQs were publicly opened on May 6, 2019. An Evaluation Committee met publicly and reached consensus on the shortlist ranking. The City certified the short-listed firms, which included the Consultant, as qualified and authorized negotiation of the Agreement at a public meeting. The City has determined that it is necessary, expedient, and in its best interest to enter into this Agreement with the Consultant for the performance of professional consulting services.

8.2 CONSULTANT REPRESENTATIONS: The Consultant submitted and stands behind its proposal in response to the above RFQ as accepted into the record of the City, with the knowledge that the City is relying on the proposal as an inducement for entering into this Agreement. The Consultant acknowledges that the City also relied upon the Consultant's representations identified in this Agreement as an inducement for entering into this Agreement.

The Consultant is legally authorized to and, by capacity and experience, is qualified to perform and render all of the professional consulting engineering services identified in this Agreement and the professional qualifications of the Consultant was material inducement for the City to enter into this Agreement with the Consultant.

The Consultant, in representing the City, shall promote the best interest of the City and assume towards the City a responsible professional relationship consistent with mutual confidence and fair dealing between Consultant and the City.

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 is has not paid or agreed to pay any persons, 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. Consultant represents that it has complied with the provision of section 287.055(6) of the Florida Statutes.

The Consultant currently has no potential or actual conflict of interest with respect to providing professional services to the City. The Consultant agrees to notify the City in writing of any
commitments during the term of this Agreement which may constitute a potential or actual conflict of interest with respect to the professional services to be performed for the City. The Consultant agrees that it will not knowingly engage in any contractual or professional obligations that create an appearance of a conflict of interest with respect to the service provided pursuant to this Agreement.

The Consultant acknowledges that the City, as a unit of local government and as a subdivision of the State of Florida, is subject to controls, limitations, regulations and restraints imposed or administered pursuant to numerous applicable laws, ordinances, agreements, rules and regulations of federal, state, regional and certain local jurisdictions, governmental agencies or authorities. Additionally, the Consultant acknowledges that the City often receives grants and participates in grant or funding agreements from federal and state agencies. All services rendered or performed by the Consultant pursuant to any duly executed Work Authorization will be in conformance with any and all grant or funding agreements.

9.0 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 persons, 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.

10.0 TERMINATION

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. A substantial failure to perform in accordance with the terms of this Agreement, includes but is not limited to the following: (a) failure to begin services authorized under any particular Work Authorization within the time specified in that Work Authorization, or (b) failure to properly and timely perform the services required under this Agreement or as directed by the City, or (c) the bankruptcy or insolvency or a general assignment for the benefit of creditors by Consultant or by any of Consultant's principals, partners, officers or directors, or (d) failure to obey and comply with any applicable laws, ordinances, regulations, agency agreements or other codes of conduct. In the event of any such termination, the City is not obligated to make any further payments to Consultant until such time as the City has determined all direct costs, expenses, losses and damages which the City may have incurred as a result of such default by Consultant, whereupon the City shall be entitled to set off all costs, expenses, losses and damages so incurred by the City against any amounts due Consultant for services properly performed.
11.0 TERMINATION OF 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 in this Agreement, the Consultant will be paid for services rendered through the date of termination.

12.0 PAYMENT WHEN SERVICES ARE TERMINATED

In the event of termination of this Agreement by the City, and not due to the fault of the Consultant, the City will compensate the Consultant for all authorized services performed prior to the effective date of termination.

In the event of termination of this Agreement due to the fault of the Consultant, or at the written request of the Consultant, the City will compensate the Consultant for all authorized services completed, prior to the effective date of termination, which have resulted in a usable product or otherwise tangible benefit to the City. All such payments will be subject to an offset for any damages incurred by the City resulting from any delay occasioned by early termination. This provision will in no way be construed as the sole remedy available to the City in the event of breach by the Consultant.

13.0 SUSPENSION, CANCELLATION OR ABANDONMENT

If the project described in any Work Authorization is suspended, canceled, or abandoned by the City, without affecting any other Work Authorization or this Agreement, the Consultant will be given five (5) days prior written notice of such action and will be compensated for professional services provided up to the date of suspension, cancellation or abandonment.

This Agreement will be administered and interpreted under the laws of the State of Florida.

14.0 INDEPENDENT CONSULTANT

This Agreement does not create an employee/employer relationship between the parties. It is the parties’ intention that the Consultant, its employees, sub-consultants, representatives, volunteers, and the like, will be an independent Consultant and not an employee of the City for all purposes, including, but not limited to, the application of the following, as amended: the Fair Labor Standards Act minimum wage and overtime payments, the Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State of Florida revenue and taxation laws, the State of Florida workers’ compensation laws, the State of Florida unemployment insurance laws, and the Florida Retirement System benefits. The Consultant will retain sole and absolute discretion in the judgment on the manner and means of carrying out the Consultant’s activities and responsibilities under this Agreement.
15.0 INSURANCE

The Consultant shall maintain such insurance as specified in in General Conditions, Paragraph 37 - Insurance Requirements, of RFQ 18-19-07 to protect the City from any or all claims for property damage, personal injury, and bodily injury including death, which may arise from operations under this Agreement. Certificates of such insurance must be provided to the City prior to the City issuing the Purchase Order to the Consultant and will also be subject to its approval for adequacy of protection. The City must be named as an additional insured under all policies.

16.0 PROFESSIONAL LIABILITY

The Consultant recognizes that the registered persons practicing engineering with the Consultant as provided in Chapter 471 of the Florida Statutes are not relieved from personal liability for their professional acts and each registered person practicing engineering with the Consultant who performs consulting engineering services for the City pursuant to this Agreement or any particular Work Authorization will be liable in accordance with section 471.023(3) of the Florida Statutes.

17.0 INDEMNIFICATION

17.1 To the greatest extent permitted by law, the Consultant shall indemnify and hold harmless the City, its officers, employees, and agents from and against claims, causes of action, lawsuits, damages, judgments, losses and expenses, whether direct, indirect or consequential, including but not limited to, bodily injury, sickness, disease or death, personal injury, or injury to or destruction of tangible property, including loss of use, to the extent such claims are caused by the negligent or reckless acts or errors or omissions, or intentional wrongful misconduct by the Consultant, any sub-consultant or any other person or organization employed or utilized by Consultant to perform or furnish any of the services required under this Agreement, or anyone for whose acts any of them may be liable. This indemnity will include, but not be limited to, reasonable charges of engineers, attorneys, legal assistants, and other professionals, and costs of both defense and appeal in a court of law, or arbitration, or other tribunal, for any reason. This indemnification also includes claims, damages, losses, and expenses, including reasonable attorneys', experts', and legal assistants' fees and costs, to the extent caused by infringement of patents or copyrights, or public record violations incident to providing the services required under this Agreement. It is specifically understood and agreed that this indemnification provision does not cover or indemnify the City for its own negligence. This Indemnification provision will survive completion or termination of this Agreement.

17.2 Nothing in this Agreement will be interpreted as a waiver by the City of its rights, including the limitations of the waiver of immunity, as set forth in Section 768.28 of the Florida Statutes or
any other statutes, and the City expressly reserves these rights to the fullest extent allowed by law. This provision will survive completion or termination of this Agreement.

18.0 PUBLIC RECORDS

The Consultant acknowledges that the portion of its books and records related to its contracting activities with the City may become subject to inspection and copying under the Florida Public Records Act. The Consultant agrees to comply with the Florida Public Records Act, as applicable, including, but not limited to section 119.0701 of the Florida Statutes. The Consultant agrees, to the extent required by law, to:

1. Keep and maintain public records that ordinarily and necessarily would be required by the public agency in performing the services of the Agreement;
2. Provide the public with access to the public records under the same terms and conditions that the City would provide the records and at a cost that does not exceed the cost provided for by law;
3. Ensure that the public records that are exempt or confidential, and exempt from public record disclosure requirements, are not disclosed, except as authorized by law; and
4. Meet all requirements where retained public records and transfer, at no cost, to the City, all public records in possession of the Consultant, upon termination or completion of the Agreement and destroy any duplicate public records that are exempt or confidential, or exempt from public record disclosure requirements.

Furthermore, the Consultant agrees that all records stored electronically will be provided to the City in a format that is compatible with the information technology systems of the City. The Consultant shall promptly provide the City with a copy of any request to inspect or copy public records that Consultant receives and a copy of the Consultant’s response to each request. The Consultant understands and agrees that failure to provide access to the public records will be a material breach of the Agreement, its amendments, and Work Authorizations.

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 AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

CITY CLERK, CITY OF TREASURE ISLAND
120 108TH AVENUE
TREASURE ISLAND, FLORIDA 33706
PHONE: (727)-547-4575
FAX: (727)-547-4582
RNICKERSON@MYTREASUREISLAND.ORG
19.0 MISCELLANEOUS TERMS.

19.1 Assignment. 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. The Consultant shall not assign or transfer its interest in this Agreement without written consent of the City.

19.2 Administration. The City authorizes the City Manager to administer the terms and conditions of this Agreement on behalf of the City and to make all managerial decisions on behalf of the City as they relate to the provisions of this Agreement. The City Manager will have the authority to transmit instructions, receive information, interpret and define the policy of the City and decisions pertinent to services covered by this Agreement. The City Manager has the right from time to time to designate such other employee of the City as the City Manager may deem advisable to perform administrative and managerial functions as they relate to provisions of this Agreement.

19.3 Litigation. The services must be performed by the Consultant to the reasonable satisfaction of the City and all questions, difficulties and disputes of any nature whatsoever that may arise under or by reason of this Agreement, any duly executed Work Authorization, the prosecution fulfillment of the services under this Agreement and the character, quality, amount and value, which cannot be settled by mutual agreement of the Parties will be settled by recourse to litigation under Florida law in the appropriate court in Pinellas County, Florida. The Agreement will be governed by and construed under the laws of the State of Florida. Each Party consents to the jurisdiction of such court in any such civil action or legal proceeding and waives any objection to the above laying of venue of any such civil action or legal proceeding in such court. This provision will survive completion or termination of this Agreement.

19.4 Inspector General. The Consultant and any sub-consultants understand and will comply with section 20.055(5) of the Florida Statutes and agree to cooperate with the inspector general in any investigation, audit, inspection, review or hearing pursuant to that section.

19.5 Notice. All notices required to be given to the City or Consultant under this Agreement must be sent by (a) registered or certified mail, and notice will be deemed to have been given on the date of acceptance; or (b) delivery (i.e., courier or other hand delivery), overnight delivery, email or facsimile transmission, and notice will be deemed to have been given on the day of delivery or transmission. If the day of notice is a Saturday, Sunday, or legal holiday, notice will be deemed to have been given on the first calendar day thereafter which is not a Saturday, Sunday, or legal holiday. All notices required to be given to the City must be made to the City at:
City of Treasure Island
Attention: Michael Munger – Purchasing Coordinator
120 108th Avenue
Treasure Island, Florida 33706
Phone: (727)-547-4575
Fax: (727)-547-4582
mmunger@mytreasureisland.org

Or to such other address or facsimile number as the City may direct from time to time by written notice forwarded to the Consultant as provided above.

All notices required to be given to Consultant in this Agreement must be sent to Consultant at:

Michael Baker International, Inc.
Beth Steimle, PE
4211 West Boy Scout Blvd
Suite 500
Tampa, FL 33607
813-466-6018
beth.steimle@mbakerintl.com

or to such address or facsimile number as the Consultant may direct from time to time by written notice forwarded to the City as provided above. E-mail transmittal of notices are considered delivered as of the date of electronic transmission. Both parties will supplement emailed notices with a formal version of the notice as outlined above.

19.6 Conflict. It is understood and agreed by the Parties that if any part, term or provision of this Agreement is held to be illegal or in conflict with any law, the validity of the remaining portions or provisions will not be affected, and the rights and obligations of the Parties will be construed and enforced as if the Agreement did not contain the particular part, term or provision held to be invalid.

19.7 Interpretation. The Parties represent and warrant that they have entered into this Agreement relying wholly upon their own judgment, belief and knowledge of the nature, extent, effect and duration of any actions, damages and liability therefore. The Parties represent that they enter into this Agreement without relying upon any statement or representation of the adverse parties other than what has been set forth in writing in this Agreement. The Parties represent that they have had the opportunity to discuss this matter with counsel of their choosing and are satisfied with its counsel and the advice received. The Parties understand this
Agreement's contents and agree that this Agreement will not be construed more strongly against any party, regardless of who is responsible for its preparation or drafting. The Parties further declare and represent that no promise, inducement, agreement or understanding not expressed in this Agreement has been made to an adverse party and that this Agreement contains the entire agreement between the Parties and that the terms of this Agreement are contractual and not a mere recital. This Agreement will be deemed and treated as drafted jointly by all the Parties, and no term, condition or provision of this Agreement will be construed more strictly against any Party.

All words used in this Agreement in the singular will extend to and include the plural, and the use of any gender will extend to and include all genders. The term "including" is not limiting. The captions and headings in this Agreement are for convenience of reference only and in no way define or limit the scope or content of this Agreement or in any way affect its provisions.

19.8 Consideration. Each party acknowledges and agrees that the covenants under this Agreement, together with the consideration exchanged under this Agreement, constitute full, fair and valuable consideration for the transfers, transactions and releases required of and by the Parties pursuant to the provisions of this Agreement and that, by virtue of the above-referenced consideration, the Parties have received reasonably equivalent value in exchange for their obligations under this Agreement. The Parties acknowledge and agree that each has received and reviewed a copy of this Agreement in the presence of their respective, independent counsel retained by them. Each party understands the purport, tenor, and effect of this Agreement, and has entered into this Agreement freely and voluntarily.

19.9 Authority. Each of the Parties covenants to the other party that it has lawful authority to enter into this Agreement, that the governing or managing body of each of the Parties has approved this Agreement and that the governing or managing body of each of the Parties has authorized the execution of this Agreement in the manner set forth in this Agreement.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]
IN WITNESS WHEREOF, the City and Consultant have made and executed this Agreement on the date and year first above written.

CONSULTANT

Michael Baker International

Company Name

Signature

Vice President

Title

Printed Name

CITY OF TREASURE ISLAND, FLORIDA

City Clerk

Mayor

RFQ 18-19-07 Engineering/Mapping/Landscape Architectural Services
## EXHIBIT B: RFQ 18-19-07 Contract Rates

**Company Name:** Michael-Baker  
**Discipline:** 6 - Environmental & Geotechnical

<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Office Executive I</td>
<td>$81.00</td>
<td>$226.80</td>
<td>$234.74</td>
<td>$242.95</td>
<td>$251.46</td>
<td>$260.26</td>
<td>$269.37</td>
</tr>
<tr>
<td>Project Manager III</td>
<td>$62.00</td>
<td>$173.60</td>
<td>$179.68</td>
<td>$185.96</td>
<td>$192.47</td>
<td>$199.21</td>
<td>$206.18</td>
</tr>
<tr>
<td>Project Manager II</td>
<td>$54.00</td>
<td>$151.20</td>
<td>$156.49</td>
<td>$161.97</td>
<td>$167.64</td>
<td>$173.51</td>
<td>$179.58</td>
</tr>
<tr>
<td>Chief Scientist</td>
<td>$71.00</td>
<td>$198.80</td>
<td>$205.76</td>
<td>$212.96</td>
<td>$220.41</td>
<td>$228.13</td>
<td>$236.11</td>
</tr>
<tr>
<td>Environmental Specialist II</td>
<td>$45.00</td>
<td>$126.00</td>
<td>$130.41</td>
<td>$134.97</td>
<td>$139.70</td>
<td>$144.59</td>
<td>$149.65</td>
</tr>
<tr>
<td>Environmental Specialist I</td>
<td>$38.00</td>
<td>$106.40</td>
<td>$110.12</td>
<td>$113.98</td>
<td>$117.97</td>
<td>$122.10</td>
<td>$126.37</td>
</tr>
<tr>
<td>Technical Consultant III</td>
<td>$71.00</td>
<td>$198.80</td>
<td>$205.76</td>
<td>$212.96</td>
<td>$220.41</td>
<td>$228.13</td>
<td>$236.11</td>
</tr>
<tr>
<td>Technical Consultant II</td>
<td>$62.00</td>
<td>$173.60</td>
<td>$179.68</td>
<td>$185.96</td>
<td>$192.47</td>
<td>$199.21</td>
<td>$206.18</td>
</tr>
<tr>
<td>Quality Control Manager</td>
<td>$54.00</td>
<td>$151.20</td>
<td>$156.49</td>
<td>$161.97</td>
<td>$167.64</td>
<td>$173.51</td>
<td>$179.58</td>
</tr>
<tr>
<td>Construction Manager</td>
<td>$48.00</td>
<td>$134.40</td>
<td>$139.10</td>
<td>$143.97</td>
<td>$149.01</td>
<td>$154.23</td>
<td>$159.63</td>
</tr>
<tr>
<td>Construction Specialist II</td>
<td>$42.00</td>
<td>$117.60</td>
<td>$121.72</td>
<td>$125.98</td>
<td>$130.39</td>
<td>$134.95</td>
<td>$139.67</td>
</tr>
<tr>
<td>GIT Specialist II</td>
<td>$42.00</td>
<td>$117.60</td>
<td>$121.72</td>
<td>$125.98</td>
<td>$130.39</td>
<td>$134.95</td>
<td>$139.67</td>
</tr>
<tr>
<td>Civil Engineer III</td>
<td>$48.00</td>
<td>$134.40</td>
<td>$139.10</td>
<td>$143.97</td>
<td>$149.01</td>
<td>$154.23</td>
<td>$159.63</td>
</tr>
<tr>
<td>Civil Engineer II</td>
<td>$42.00</td>
<td>$117.60</td>
<td>$121.72</td>
<td>$125.98</td>
<td>$130.39</td>
<td>$134.95</td>
<td>$139.67</td>
</tr>
<tr>
<td>Civil Engineer I</td>
<td>$37.00</td>
<td>$103.60</td>
<td>$107.23</td>
<td>$110.98</td>
<td>$114.86</td>
<td>$118.88</td>
<td>$123.04</td>
</tr>
<tr>
<td>Civil Associate II</td>
<td>$33.00</td>
<td>$92.40</td>
<td>$95.63</td>
<td>$98.98</td>
<td>$102.45</td>
<td>$106.03</td>
<td>$109.74</td>
</tr>
<tr>
<td>Civil Associate I</td>
<td>$29.00</td>
<td>$81.20</td>
<td>$84.04</td>
<td>$86.98</td>
<td>$90.03</td>
<td>$93.18</td>
<td>$96.44</td>
</tr>
<tr>
<td>Designer IV</td>
<td>$48.00</td>
<td>$134.40</td>
<td>$139.10</td>
<td>$143.97</td>
<td>$149.01</td>
<td>$154.23</td>
<td>$159.63</td>
</tr>
<tr>
<td>Designer III</td>
<td>$42.00</td>
<td>$117.60</td>
<td>$121.72</td>
<td>$125.98</td>
<td>$130.39</td>
<td>$134.95</td>
<td>$139.67</td>
</tr>
<tr>
<td>Designer II</td>
<td>$37.00</td>
<td>$103.60</td>
<td>$107.23</td>
<td>$110.98</td>
<td>$114.86</td>
<td>$118.88</td>
<td>$123.04</td>
</tr>
<tr>
<td>Designer I</td>
<td>$33.00</td>
<td>$92.40</td>
<td>$95.63</td>
<td>$98.98</td>
<td>$102.45</td>
<td>$106.03</td>
<td>$109.74</td>
</tr>
<tr>
<td>CAD Technician III</td>
<td>$29.00</td>
<td>$81.20</td>
<td>$84.04</td>
<td>$86.98</td>
<td>$90.03</td>
<td>$93.18</td>
<td>$96.44</td>
</tr>
<tr>
<td>CAD Technician II</td>
<td>$26.00</td>
<td>$72.80</td>
<td>$75.35</td>
<td>$77.99</td>
<td>$80.71</td>
<td>$83.54</td>
<td>$86.46</td>
</tr>
<tr>
<td>Administrative Assistant II</td>
<td>$23.00</td>
<td>$64.40</td>
<td>$66.65</td>
<td>$68.99</td>
<td>$71.40</td>
<td>$73.90</td>
<td>$76.49</td>
</tr>
</tbody>
</table>

**Overhead/Fringe multiplier:** 2.80

**Signature**

**Title**

**Beth F. Steimle**

**Printed Name**

**Date** 20-Sep-19

**Notes:**

* Rates effective January 2024 will expire upon the 5-year anniversary of the contract effective date.  
** Overhead/Fringe Multiplier to remain constant throughout contract

This Agreement is made and entered into on the________day of__________________, 2019, by
and between the City of Treasure Island, Florida (City) and AREHNA Engineering, Inc. (Consultant) (collectively the “Parties”).

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, the City selected the Consultant in accordance with the competitive selection process
described in Section 287.055 of the Florida Statutes, and based on information and representations given
by the Consultant in a Statement for Qualifications dated May 6, 2019.

NOW, THEREFORE, in consideration of the premises and the mutual benefits which will accrue to the
parties in carrying out the terms of this Agreement, it is mutually understood and agreed as follows:

1.0 AGREEMENT DOCUMENTS

This Agreement (also referred to as “Contract”) consists of this document including any and all
attachments, the Request for Qualifications (RFQ) required Documents for RFQ No. 18-19-07, and
Consultant’s proposal submitted in response to the RFQ on or before May 6, 2019, as if all components
were set forth in this Agreement verbatim. In the event of a conflict between the terms and conditions
provided in this document including the attachments and the RFQ or proposal, the provisions in this
document will prevail. No amendment will be effective until and unless reduced to writing and
executed by the Parties.
2.0 GENERAL SCOPE OF THIS AGREEMENT

The relationship of Consultant to the City will be that of a professional consultant, and Consultant will provide the professional and technical services required under this Agreement in accordance with acceptable engineering practices and ethical standards.

Consultant has the discretion, subject to the requirement that it perform the services required under this Agreement competently and professionally in accordance with the applicable professional standards and otherwise comply with the terms of this Agreement, to select the means and methods of performing such services. In this regard, Consultant is fully responsible for the employment, direction, supervision, compensation and control of any and all persons employed or retained by the Consultant. Neither Consultant nor Consultant's contractors, subcontractors, consultants, sub-consultants, suppliers, experts, or other persons or organizations retained or utilized by Consultant for the services required under this Agreement will be considered by reason of the provisions of this Agreement or otherwise as being an employee or agent of the City. Consultant shall comply with all workers' compensation, employers' liability and other Federal, State, and municipal laws, ordinances, and regulations required of an employer performing services as provided in this agreement contemplated. Furthermore, Consultant is responsible for paying all income and employment taxes, and the City will not be responsible for collecting and paying withholding, FUTA, FICA and any other state or federal taxes.

Consultant shall perform all services in accordance with generally accepted professional standards. Consultant shall perform all services as expeditiously as is consistent with professional skill and care and the orderly progress of the work. All work of any kind, must conform to and be in compliance with, and Consultant shall be familiar with all applicable codes, laws, ordinances, regulations and restrictions, guidelines, standards, procedures and directives.

3.0 PROFESSIONAL TECHNICAL SERVICES

3.1 It shall be the responsibility of the Consultant to work with and for the City to provide Engineering/Mapping/Landscape Architectural Services within discipline:
Environmental/Geotechnical Engineering

3.2 The documents will be prepared in sequence under individual work orders.

3.3 The Consultant shall perform all services in accordance with generally accepted professional standards. The Consultant shall perform all services as expeditiously as is consistent with professional skill and care and the orderly progress of the work. All work of any kind, shall conform to and be in compliance with, and the Consultant shall be familiar with all applicable codes, laws, ordinances, regulations and restrictions, guidelines, standards, procedures and directives.
3.4 The Consultant’s services under this Agreement will be provided under Work Autorizations. Generally, each Work Authorization will include the services for a single project or assignment, and it will contain a mutually agreed-upon detailed scope of work, fee, and schedule of performance in accordance with applicable fiscal and budgetary constraints.

3.5 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 architect services under this Agreement, and must diligently execute the work to meet the completion time established in Work Authorization. The Consultant will not sublet, assign or transfer work under this Agreement to another associated firm, a subcontractor or a Sub-consultant without the prior written consent of the City. The Consultant will require all associated firm-type firms, subcontractors and Sub-consultants to adhere to the terms of this Agreement and the utilization of any such associated firm-type firm, subcontractor or sub-consultant by the Consultant will not relieve the Consultant from any liability or responsibility to the City pursuant to the provisions of this Agreement or any duly executed work authorizations.

3.6 The City reserves the right to enter into contracts with other consulting firms for similar services. The Consultant will, when directed to do so by the City, coordinate and work with other consulting firms retained by the City.

3.7 At all times during the performance of any of the services required under this Agreement, Consultant shall comply with Title VII of the Civil Rights Act of 1964, as amended (45 C.F.R. Part 1010), and the Florida Civil Rights Act of 1992. Consultant shall not discriminate in any form or manner against its employees or applicants for employment on the basis of race, color, national origin, religion, sex, age, handicap or marital status. Further, Consultant shall comply with all applicable rules, regulations or executive order promulgated to give effect to the Civil Rights Act of 1964, as amended.

4.0 WORK AUTHORIZATIONS

4.1 There is no guarantee of work under this Agreement. Consultant shall begin work promptly after receipt of a fully executed copy of each Work Authorization, in accordance with Paragraph 3.2, above. Receipt of a fully executed Work Authorization constitutes written notice to proceed.

4.2 If Consultant’s services called for under any Work Authorization are delayed for reasons beyond the Consultant’s control, the time of performance will be adjusted as appropriate.
4.3 It is the intent of the Parties that this Agreement continue in force until five (5) years from the date of initiation, with the option of the City to provide up to one two-year extension, subject to the provisions for termination contained in this Agreement. Assignments that are in progress at the Agreement termination date will be completed by the Consultant unless specifically terminated by the City.

4.4 Consultant acknowledges and agrees that time is of the essence with respect to its performance under this Agreement and any Work Authorization.

4.5 If the project described in any Work Authorization is suspended, canceled, or abandoned by the City, without affecting any other Work Authorization or this Agreement, the Consultant will be given five (5) days prior written notice of such action and will be compensated for professional services provided up to the date of suspension, cancellation or abandonment.

4.6 Each Work Authorization may establish the following:

a) A title for the project and/or Work Authorization number;

b) A general description of the purpose of the work;

c) A clear and concise description of each item of the scope of work to be performed in sufficient detail to reasonably assure both Parties as to the extent and cost of each service to be performed;

d) The scope items to which a lump sum fee applies and the total compensation that will be paid to the Consultant by the City for completion of the project services;

e) The scope items, which time charges apply, the rates at which they will be charged by personnel category, and the maximum total compensation amount to which they are limited for each scope item;

f) The expenses qualified for reimbursement, and the rates at which they will be charged by expense category, and the maximum total reimbursement amount to which they are limited;

g) Description of deliverables;

h) The committed date of completion of the services and deliverables, with intermediate milestone dates where appropriate;

i) When sub-consultants are to be utilized, the scope items in which they will be involved, the extent to which they will be involved, and the above-referenced fees and expenses attributable to them;
j) A designated person to act on the Consultant’s behalf on all matters concerning the Work Authorization;

k) The contract manager designated by the City; and

l) Any additional details that may be required to describe the duties and obligations of the Parties with respect to a particular Work Authorization.

5.0 PROFESSIONAL SERVICES/CONSULTANT’S COMPETITIVE NEGOTIATION ACT (CCNA) - Florida Statute 287.055

Professional Services provided under this Contract are within the scope of the practice of architecture, landscape architecture, professional engineering, or registered land surveying, as defined by the laws of the State of Florida. Section 287.055 of the Florida Statutes applies to this Contract.

6.0 GENERAL CONSIDERATIONS

6.1 All documents including field books, drawings, specifications, calculations, geotechnical investigation reports, etc., used in the preparation of the work must be supplied by the Consultant and will become the property of the City and must be made available to the City upon request at any reasonable time, including all finished or unfinished documents and other data prepared or obtained by the Consultant upon the termination of this Contract in whole or in part. 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.

6.2 The Consultant will provide expert witnesses, if required by the City, 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 will provide a basis for compensation to the Consultant.

6.3 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. The City does not warrant the accuracy or completeness of the information authored by third parties. The Consultant is responsible for independently verifying the information contained in any documents provided.

6.4 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.
6.5 Key personnel assigned to City projects by the Consultant may 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.

6.6 The Consultant shall attach a brief status report on the project(s) with each request for payment.

6.7 The Consultant warrants it is duly permitted by the laws of the State of Florida to render engineering services in the State of Florida and that one or more of its officers and employees are duly registered as professional engineers in the State of Florida. The Consultant recognizes that in rendering or performing professional services pursuant to the provisions of this Agreement, the Consultant is working for the residents of the City of Treasure Island, Florida, subject to public observation, scrutiny and inquiry and based upon said recognition, the Consultant shall in all of its relationships with the City pursuant to the provisions of this Agreement conduct itself in accordance with all of the recognized applicable ethical standards set by any related national societies, and the reasonable traditions to perform services.

7.0 COMPENSATION

7.1 The Consultant will be compensated for all services rendered under this Agreement in accordance with the provisions of each Work Authorization, upon presentation of Consultant’s invoice. An hourly rate schedule and typical methods of compensation are attached as Exhibit “B”. The amount of compensation paid to the Consultant will in no event exceed the amount set forth in the Work Authorization. The amount of per diem and travel expenses paid by the City to the Consultant will be limited to the extent set forth in section 112.061 of the Florida Statutes.

7.2 Except as may be addressed in the initiating Work Authorization, the compensation for services will be invoiced by the Consultant and paid by the City once each month. Such invoices will be due and payable upon receipt.

7.3 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. Recognizing that the City is a public entity, the Consultant shall provide all of the necessary documents and records to the City, and to any independent auditor of the City upon request, as necessary pursuant to acceptable accounting standards applicable to public bodies and to provide the necessary audit trail and justification for the City paying said compensation and expenses.
7.4 Services to be performed in accordance with this Agreement are subject to the annual appropriation of funds by the City. In its sole discretion, the City reserves the right to forgo use of Consultant for any project which may fall within the Scope of Services listed in this Agreement.

8.0 REPRESENTATIONS

8.1 CITY REPRESENTATIONS: The City conducted public announcement, qualification, competitive selection and competitive negotiation procedures for an Agreement in accordance with Section 287.055 of the Florida Statutes, the Consultants’ Competitive Negotiation Act (CCNA). The request for proposals (RFQ 18-19-07) (the RFQ) was publicly advertised on, March 8, 2019. Statements of Qualifications (SOQs) were received by the deadline, including the Consultant's SOQ. The SOQs were publicly opened on May 6, 2019. An Evaluation Committee met publicly and reached consensus on the shortlist ranking. The City certified the short-listed firms, which included the Consultant, as qualified and authorized negotiation of the Agreement at a public meeting. The City has determined that it is necessary, expedient, and in its best interest to enter into this Agreement with the Consultant for the performance of professional consulting services.

8.2 CONSULTANT REPRESENTATIONS: The Consultant submitted and stands behind its proposal in response to the above RFQ as accepted into the record of the City, with the knowledge that the City is relying on the proposal as an inducement for entering into this Agreement. The Consultant acknowledges that the City also relied upon the Consultant's representations identified in this Agreement as an inducement for entering into this Agreement.

The Consultant is legally authorized to and, by capacity and experience, is qualified to perform and render all of the professional consulting engineering services identified in this Agreement and the professional qualifications of the Consultant was material inducement for the City to enter into this Agreement with the Consultant.

The Consultant, in representing the City, shall promote the best interest of the City and assume towards the City a responsible professional relationship consistent with mutual confidence and fair dealing between Consultant and the City.

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 is has not paid or agreed to pay any persons, 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. Consultant represents that it has complied with the provision of section 287.055(6) of the Florida Statutes.

The Consultant currently has no potential or actual conflict of interest with respect to providing professional services to the City. The Consultant agrees to notify the City in writing of any
commitments during the term of this Agreement which may constitute a potential or actual conflict of interest with respect to the professional services to be performed for the City. The Consultant agrees that it will not knowingly engage in any contractual or professional obligations that create an appearance of a conflict of interest with respect to the service provided pursuant to this Agreement.

The Consultant acknowledges that the City, as a unit of local government and as a subdivision of the State of Florida, is subject to controls, limitations, regulations and restraints imposed or administered pursuant to numerous applicable laws, ordinances, agreements, rules and regulations of federal, state, regional and certain local jurisdictions, governmental agencies or authorities. Additionally, the Consultant acknowledges that the City often receives grants and participates in grant or funding agreements from federal and state agencies. All services rendered or performed by the Consultant pursuant to any duly executed Work Authorization will be in conformance with any and all grant or funding agreements.

9.0 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 persons, 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.

10.0 TERMINATION

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. A substantial failure to perform in accordance with the terms of this Agreement, includes but is not limited to the following: (a) failure to begin services authorized under any particular Work Authorization within the time specified in that Work Authorization, or (b) failure to properly and timely perform the services required under this Agreement or as directed by the City, or (c) the bankruptcy or insolvency or a general assignment for the benefit of creditors by Consultant or by any of Consultant's principals, partners, officers or directors, or (d) failure to obey and comply with any applicable laws, ordinances, regulations, agency agreements or other codes of conduct. In the event of any such termination, the City is not obligated to make any further payments to Consultant until such time as the City has determined all direct costs, expenses, losses and damages which the City may have incurred as a result of such default by Consultant, whereupon the City shall be entitled to set off all costs, expenses, losses and damages so incurred by the City against any amounts due Consultant for services properly performed.
11.0 TERMINATION OF 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 in this Agreement, the Consultant will be paid for services rendered through the date of termination.

12.0 PAYMENT WHEN SERVICES ARE TERMINATED

In the event of termination of this Agreement by the City, and not due to the fault of the Consultant, the City will compensate the Consultant for all authorized services performed prior to the effective date of termination.

In the event of termination of this Agreement due to the fault of the Consultant, or at the written request of the Consultant, the City will compensate the Consultant for all authorized services completed, prior to the effective date of termination, which have resulted in a usable product or otherwise tangible benefit to the City. All such payments will be subject to an offset for any damages incurred by the City resulting from any delay occasioned by early termination. This provision will in no way be construed as the sole remedy available to the City in the event of breach by the Consultant.

13.0 SUSPENSION, CANCELLATION OR ABANDONMENT

If the project described in any Work Authorization is suspended, canceled, or abandoned by the City, without affecting any other Work Authorization or this Agreement, the Consultant will be given five (5) days prior written notice of such action and will be compensated for professional services provided up to the date of suspension, cancellation or abandonment. This Agreement will be administered and interpreted under the laws of the State of Florida.

14.0 INDEPENDENT CONSULTANT

This Agreement does not create an employee/employer relationship between the parties. It is the parties’ intention that the Consultant, its employees, sub-consultants, representatives, volunteers, and the like, will be an independent Consultant and not an employee of the City for all purposes, including, but not limited to, the application of the following, as amended: the Fair Labor Standards Act minimum wage and overtime payments, the Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State of Florida revenue and taxation laws, the State of Florida workers’ compensation laws, the State of Florida unemployment insurance laws, and the Florida Retirement System benefits. The Consultant will retain sole and absolute discretion in the judgment on the manner and means of carrying out the Consultant’s activities and responsibilities under this Agreement.
15.0 INSURANCE

The Consultant shall maintain such insurance as specified in in General Conditions, Paragraph 37 - Insurance Requirements, of RFQ 18-19-07 to protect the City from any or all claims for property damage, personal injury, and bodily injury including death, which may arise from operations under this Agreement. Certificates of such insurance must be provided to the City prior to the City issuing the Purchase Order to the Consultant and will also be subject to its approval for adequacy of protection. The City must be named as an additional insured under all policies.

16.0 PROFESSIONAL LIABILITY

The Consultant recognizes that the registered persons practicing engineering with the Consultant as provided in Chapter 471 of the Florida Statutes are not relieved from personal liability for their professional acts and each registered person practicing engineering with the Consultant who performs consulting engineering services for the City pursuant to this Agreement or any particular Work Authorization will be liable in accordance with section 471.023(3) of the Florida Statutes.

17.0 INDEMNIFICATION

17.1 To the greatest extent permitted by law, the Consultant shall indemnify and hold harmless the City, its officers, employees, and agents from and against claims, causes of action, lawsuits, damages, judgments, losses and expenses, whether direct, indirect or consequential, including but not limited to, bodily injury, sickness, disease or death, personal injury, or injury to or destruction of tangible property, including loss of use, to the extent such claims are caused by the negligent or reckless acts or errors or omissions, or intentional wrongful misconduct by the Consultant, any sub-consultant or any other person or organization employed or utilized by Consultant to perform or furnish any of the services required under this Agreement, or anyone for whose acts any of them may be liable. This indemnity will include, but not be limited to, reasonable charges of engineers, attorneys, legal assistants, and other professionals, and costs of both defense and appeal in a court of law, or arbitration, or other tribunal, for any reason. This indemnification also includes claims, damages, losses, and expenses, including reasonable attorneys', experts', and legal assistants' fees and costs, to the extent caused by infringement of patents or copyrights, or public record violations incident to providing the services required under this Agreement. It is specifically understood and agreed that this indemnification provision does not cover or indemnify the City for its own negligence. This Indemnification provision will survive completion or termination of this Agreement.

17.2 Nothing in this Agreement will be interpreted as a waiver by the City of its rights, including the limitations of the waiver of immunity, as set forth in Section 768.28 of the Florida Statutes or
any other statutes, and the City expressly reserves these rights to the fullest extent allowed by law. This provision will survive completion or termination of this Agreement.

18.0 PUBLIC RECORDS

The Consultant acknowledges that the portion of its books and records related to its contracting activities with the City may become subject to inspection and copying under the Florida Public Records Act. The Consultant agrees to comply with the Florida Public Records Act, as applicable, including, but not limited to section 119.0701 of the Florida Statutes. The Consultant agrees, to the extent required by law, to:

1. Keep and maintain public records that ordinarily and necessarily would be required by the public agency in performing the services of the Agreement;
2. Provide the public with access to the public records under the same terms and conditions that the City would provide the records and at a cost that does not exceed the cost provided for by law;
3. Ensure that the public records that are exempt or confidential, and exempt from public record disclosure requirements, are not disclosed, except as authorized by law; and
4. Meet all requirements where retained public records and transfer, at no cost, to the City, all public records in possession of the Consultant, upon termination or completion of the Agreement and destroy any duplicate public records that are exempt or confidential, or exempt from public record disclosure requirements.

Furthermore, the Consultant agrees that all records stored electronically will be provided to the City in a format that is compatible with the information technology systems of the City. The Consultant shall promptly provide the City with a copy of any request to inspect or copy public records that Consultant receives and a copy of the Consultant's response to each request. The Consultant understands and agrees that failure to provide access to the public records will be a material breach of the Agreement, its amendments, and Work Authorizations.

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 AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

CITY CLERK, CITY OF TREASURE ISLAND
120 108TH AVENUE
TREASURE ISLAND, FLORIDA 33706
PHONE: (727)-547-4575
FAX: (727)-547-4582
RNICKERSON@MYTREASUREISLAND.ORG
19.0 MISCELLANEOUS TERMS.

19.1 Assignment. 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. The Consultant shall not assign or transfer its interest in this Agreement without written consent of the City.

19.2 Administration. The City authorizes the City Manager to administer the terms and conditions of this Agreement on behalf of the City and to make all managerial decisions on behalf of the City as they relate to the provisions of this Agreement. The City Manager will have the authority to transmit instructions, receive information, interpret and define the policy of the City and decisions pertinent to services covered by this Agreement. The City Manager has the right from time to time to designate such other employee of the City as the City Manager may deem advisable to perform administrative and managerial functions as they relate to provisions of this Agreement.

19.3 Litigation. The services must be performed by the Consultant to the reasonable satisfaction of the City and all questions, difficulties and disputes of any nature whatsoever that may arise under or by reason of this Agreement, any duly executed Work Authorization, the prosecution fulfillment of the services under this Agreement and the character, quality, amount and value, which cannot be settled by mutual agreement of the Parties will be settled by recourse to litigation under Florida law in the appropriate court in Pinellas County, Florida. The Agreement will be governed by and construed under the laws of the State of Florida. Each Party consents to the jurisdiction of such court in any such civil action or legal proceeding and waives any objection to the above laying of venue of any such civil action or legal proceeding in such court. This provision will survive completion or termination of this Agreement.

19.4 Inspector General. The Consultant and any sub-consultants understand and will comply with section 20.055(5) of the Florida Statutes and agree to cooperate with the inspector general in any investigation, audit, inspection, review or hearing pursuant to that section.

19.5 Notice. All notices required to be given to the City or Consultant under this Agreement must be sent by (a) registered or certified mail, and notice will be deemed to have been given on the date of acceptance; or (b) delivery (i.e., courier or other hand delivery), overnight delivery, email or facsimile transmission, and notice will be deemed to have been given on the day of delivery or transmission. If the day of notice is a Saturday, Sunday, or legal holiday, notice will be deemed to have been given on the first calendar day thereafter which is not a Saturday, Sunday, or legal holiday. All notices required to be given to the City must be made to the City at:
City of Treasure Island  
Attention: Michael Munger – Purchasing Coordinator  
120 108th Avenue  
Treasure Island, Florida 33706  
Phone:  (727)-547-4575  
Fax:  (727)-547-4582  
mmunger@mytreasureisland.org  

Or to such other address or facsimile number as the City may direct from time to time by written notice forwarded to the Consultant as provided above. All notices required to be given to Consultant in this Agreement must be sent to Consultant at:  

<table>
<thead>
<tr>
<th>Company:</th>
<th>AREHNA Engineering, Inc.</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Attention:</td>
<td>Jessica McRory, President</td>
<td></td>
</tr>
<tr>
<td>Address:</td>
<td>5012 W Lemon Street</td>
<td>Tampa, Florida 33609</td>
</tr>
<tr>
<td>Phone:</td>
<td>813-944-3464</td>
<td></td>
</tr>
<tr>
<td>Fax:</td>
<td>813-944-4959</td>
<td></td>
</tr>
<tr>
<td>Email:</td>
<td><a href="mailto:jmcrory@arehna.com">jmcrory@arehna.com</a></td>
<td></td>
</tr>
</tbody>
</table>

or to such address or facsimile number as the Consultant may direct from time to time by written notice forwarded to the City as provided above. E-mail transmittal of notices are considered delivered as of the date of electronic transmission. Both parties will supplement emailed notices with a formal version of the notice as outlined above.

19.6 Conflict. It is understood and agreed by the Parties that if any part, term or provision of this Agreement is held to be illegal or in conflict with any law, the validity of the remaining portions or provisions will not be affected, and the rights and obligations of the Parties will be construed and enforced as if the Agreement did not contain the particular part, term or provision held to be invalid.

19.7 Interpretation. The Parties represent and warrant that they have entered into this Agreement relying wholly upon their own judgment, belief and knowledge of the nature, extent, effect and duration of any actions, damages and liability therefore. The Parties represent that they enter into this Agreement without relying upon any statement or representation of the adverse parties other than what has been set forth in writing in this Agreement. The Parties represent that they have had the opportunity to discuss this matter with counsel of their choosing and are satisfied with its counsel and the advice received. The Parties understand this
Agreement's contents and agree that this Agreement will not be construed more strongly against any party, regardless of who is responsible for its preparation or drafting. The Parties further declare and represent that no promise, inducement, agreement or understanding not expressed in this Agreement has been made to an adverse party and that this Agreement contains the entire agreement between the Parties and that the terms of this Agreement are contractual and not a mere recital. This Agreement will be deemed and treated as drafted jointly by all the Parties, and no term, condition or provision of this Agreement will be construed more strictly against any Party.

All words used in this Agreement in the singular will extend to and include the plural, and the use of any gender will extend to and include all genders. The term "including" is not limiting. The captions and headings in this Agreement are for convenience of reference only and in no way define or limit the scope or content of this Agreement or in any way affect its provisions.

19.8 Consideration. Each party acknowledges and agrees that the covenants under this Agreement, together with the consideration exchanged under this Agreement, constitute full, fair and valuable consideration for the transfers, transactions and releases required of and by the Parties pursuant to the provisions of this Agreement and that, by virtue of the above-referenced consideration, the Parties have received reasonably equivalent value in exchange for their obligations under this Agreement. The Parties acknowledge and agree that each has received and reviewed a copy of this Agreement in the presence of their respective, independent counsel retained by them. Each party understands the purport, tenor, and effect of this Agreement, and has entered into this Agreement freely and voluntarily.

19.9 Authority. Each of the Parties covenants to the other party that it has lawful authority to enter into this Agreement, that the governing or managing body of each of the Parties has approved this Agreement and that the governing or managing body of each of the Parties has authorized the execution of this Agreement in the manner set forth in this Agreement.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]
IN WITNESS WHEREOF, the City and Consultant have made and executed this Agreement on the date and year first above written.

WITNESSES:

Amanda Pereira
Printed Name

CONSULTANT

AREHNA Engineering, Inc.
Company Name

Jessica McRory
Printed Name

CITY OF TREASURE ISLAND, FLORIDA

City Clerk

Approved as to form and sufficiency:

City Attorney

Mayor


EXHIBIT B: RFQ 18-19-07 Contract Rates

<table>
<thead>
<tr>
<th>Position/Classification/Title</th>
<th>Initial Rates</th>
<th>2019 Rates</th>
<th>3.0%</th>
<th>3.0%</th>
<th>3.0%</th>
<th>3.0%</th>
<th>3.0%</th>
</tr>
</thead>
<tbody>
<tr>
<td>Principal Engineer</td>
<td>$65.00</td>
<td>$193.51</td>
<td>$199.31</td>
<td>$205.29</td>
<td>$211.45</td>
<td>$217.79</td>
<td>$224.33</td>
</tr>
<tr>
<td>Senior Geotechnical Engineer</td>
<td>$52.48</td>
<td>$156.23</td>
<td>$160.92</td>
<td>$165.75</td>
<td>$170.72</td>
<td>$175.84</td>
<td>$181.12</td>
</tr>
<tr>
<td>Geotechnical Engineer</td>
<td>$38.47</td>
<td>$114.53</td>
<td>$117.96</td>
<td>$121.50</td>
<td>$125.14</td>
<td>$128.90</td>
<td>$132.77</td>
</tr>
<tr>
<td>Geotechnical Engineer Intern</td>
<td>$32.81</td>
<td>$97.68</td>
<td>$100.61</td>
<td>$103.62</td>
<td>$106.73</td>
<td>$109.93</td>
<td>$113.23</td>
</tr>
<tr>
<td>Senior Designer</td>
<td>$30.01</td>
<td>$92.02</td>
<td>$94.78</td>
<td>$97.62</td>
<td>$100.55</td>
<td>$103.57</td>
<td>$106.68</td>
</tr>
<tr>
<td>Senior Engineering Technician</td>
<td>$25.50</td>
<td>$75.91</td>
<td>$78.19</td>
<td>$80.54</td>
<td>$82.95</td>
<td>$85.44</td>
<td>$88.00</td>
</tr>
<tr>
<td>Engineering Technician</td>
<td>$18.00</td>
<td>$53.59</td>
<td>$55.19</td>
<td>$56.85</td>
<td>$58.55</td>
<td>$60.31</td>
<td>$62.12</td>
</tr>
<tr>
<td>Secretary/Clerical</td>
<td>$21.00</td>
<td>$62.52</td>
<td>$64.39</td>
<td>$66.32</td>
<td>$68.31</td>
<td>$70.36</td>
<td>$72.47</td>
</tr>
</tbody>
</table>

Overhead/Fringe multiplier: **2.98**

Signature: [Signature]

President: [Title]

Printed Name: Jessica McRory

Date: 24-Sep-19

Notes:

* Rates effective January 2024 will expire upon the 5-year anniversary of the contract effective date.
** Overhead/Fringe Multiplier to remain constant throughout contract.
CONTRACT BETWEEN THE CITY OF TREASURE ISLAND AND
Michael Baker International, Inc.
PERTAINING TO ENGINEERING, MAPPING & LANDSCAPE
ARCHITECTURAL SERVICES RFQ 18-19-07
AGREEMENT FOR PROFESSIONAL SERVICES -
DISCIPLINE: 7 - Structural

This Agreement is made and entered into on the day of , 2019, by and between the City of Treasure Island, Florida (City) and (Consultant) (collectively the “Parties”).

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, the City selected the Consultant in accordance with the competitive selection process described in Section 287.055 of the Florida Statutes, and based on information and representations given by the Consultant in a Statement for Qualifications dated May 6, 2019.

NOW, THEREFORE, in consideration of the premises and the mutual benefits which will accrue to the parties in carrying out the terms of this Agreement, it is mutually understood and agreed as follows:

1.0 AGREEMENT DOCUMENTS

This Agreement (also referred to as “Contract”) consists of this document including any and all attachments, the Request for Qualifications (RFQ) required Documents for RFQ No. 18-19-07, and Consultant’s proposal submitted in response to the RFQ on or before May 6, 2019, as if all components were set forth in this Agreement verbatim. In the event of a conflict between the terms and conditions provided in this document including the attachments and the RFQ or proposal, the provisions in this document will prevail. No amendment will be effective until and unless reduced to writing and executed by the Parties.
2.0 GENERAL SCOPE OF THIS AGREEMENT

The relationship of Consultant to the City will be that of a professional consultant, and Consultant will provide the professional and technical services required under this Agreement in accordance with acceptable engineering practices and ethical standards.

Consultant has the discretion, subject to the requirement that it perform the services required under this Agreement competently and professionally in accordance with the applicable professional standards and otherwise comply with the terms of this Agreement, to select the means and methods of performing such services. In this regard, Consultant is fully responsible for the employment, direction, supervision, compensation and control of any and all persons employed or retained by the Consultant. Neither Consultant nor Consultant's contractors, subcontractors, consultants, sub-consultants, suppliers, experts, or other persons or organizations retained or utilized by Consultant for the services required under this Agreement will be considered by reason of the provisions of this Agreement or otherwise as being an employee or agent of the City. Consultant shall comply with all workers' compensation, employers' liability and other Federal, State, and municipal laws, ordinances, and regulations required of an employer performing services as provided in this agreement contemplated. Furthermore, Consultant is responsible for paying all income and employment taxes, and the City will not be responsible for collecting and paying withholding, FUTA, FICA and any other state or federal taxes.

Consultant shall perform all services in accordance with generally accepted professional standards. Consultant shall perform all services as expeditiously as is consistent with professional skill and care and the orderly progress of the work. All work of any kind, shall conform to and be in compliance with, and Consultant shall be familiar with all applicable codes, laws, ordinances, regulations and restrictions, guidelines, standards, procedures and directives.

3.0 PROFESSIONAL TECHNICAL SERVICES

3.1 It shall be the responsibility of the Consultant to work with and for the City to provide Engineering/Mapping/Landscape Architectural Services within discipline:

7 - Structural

3.2 The documents will be prepared in sequence under individual work orders.

3.3 The Consultant shall perform all services in accordance with generally accepted professional standards. The Consultant shall perform all services as expeditiously as is consistent with professional skill and care and the orderly progress of the work. All work of any kind, shall conform to and be in compliance with, and the Consultant shall be familiar with all applicable codes, laws, ordinances, regulations and restrictions, guidelines, standards, procedures and directives.
3.4 The Consultant’s services under this Agreement will be provided under Work Authorizations. Generally, each Work Authorization will include the services for a single project or assignment, and it will contain a mutually agreed-upon detailed scope of work, fee, and schedule of performance in accordance with applicable fiscal and budgetary constraints.

3.5 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 architect services under this Agreement, and must diligently execute the work to meet the completion time established in Work Authorization. The Consultant will not sublet, assign or transfer work under this Agreement to another associated firm, a subcontractor or a Sub-consultant without the prior written consent of the City. The Consultant will require all associated firm-type firms, subcontractors and Sub-consultants to adhere to the terms of this Agreement and the utilization of any such associated firm-type firm, subcontractor or sub-consultant by the Consultant will not relieve the Consultant from any liability or responsibility to the City pursuant to the provisions of this Agreement or any duly executed work authorizations.

3.6 The City reserves the right to enter into contracts with other consulting firms for similar services. The Consultant will, when directed to do so by the City, coordinate and work with other consulting firms retained by the City.

3.7 At all times during the performance of any of the services required under this Agreement, Consultant shall comply with Title VII of the Civil Rights Act of 1964, as amended (45 C.F.R. Part 1010), and the Florida Civil Rights Act of 1992. Consultant shall not discriminate in any form or manner against its employees or applicants for employment on the basis of race, color, national origin, religion, sex, age, handicap or marital status. Further, Consultant shall comply with all applicable rules, regulations or executive order promulgated to give effect to the Civil Rights Act of 1964, as amended.

4.0 WORK AUTHORIZATIONS

4.1 There is no guarantee of work under this Agreement. Consultant shall begin work promptly after receipt of a fully executed copy of each Work Authorization, in accordance with Paragraph 3.2, above. Receipt of a fully executed Work Authorization constitutes written notice to proceed.

4.2 If Consultant’s services called for under any Work Authorization are delayed for reasons beyond the Consultant’s control, the time of performance will be adjusted as appropriate.
4.3 It is the intent of the Parties that this Agreement continue in force until five (5) years from the date of initiation, with the option of the City to provide up to one two-year extension, subject to the provisions for termination contained in this Agreement. Assignments that are in progress at the Agreement termination date will be completed by the Consultant unless specifically terminated by the City.

4.4 Consultant acknowledges and agrees that time is of the essence with respect to its performance under this Agreement and any Work Authorization.

4.5 If the project described in any Work Authorization is suspended, canceled, or abandoned by the City, without affecting any other Work Authorization or this Agreement, the Consultant will be given five (5) days prior written notice of such action and will be compensated for professional services provided up to the date of suspension, cancellation or abandonment.

4.6 Each Work Authorization may establish the following:

   a) A title for the project and/or Work Authorization number;

   b) A general description of the purpose of the work;

   c) A clear and concise description of each item of the scope of work to be performed in sufficient detail to reasonably assure both Parties as to the extent and cost of each service to be performed;

   d) The scope items to which a lump sum fee applies and the total compensation that will be paid to the Consultant by the City for completion of the project services;

   e) The scope items, which time charges apply, the rates at which they will be charged by personnel category, and the maximum total compensation amount to which they are limited for each scope item;

   f) The expenses qualified for reimbursement, and the rates at which they will be charged by expense category, and the maximum total reimbursement amount to which they are limited;

   g) Description of deliverables;

   h) The committed date of completion of the services and deliverables, with intermediate milestone dates where appropriate;

   i) When sub-consultants are to be utilized, the scope items in which they will be involved, the extent to which they will be involved, and the above-referenced fees and expenses attributable to them;
j) A designated person to act on the Consultant’s behalf on all matters concerning the Work Authorization;

k) The contract manager designated by the City; and

l) Any additional details that may be required to describe the duties and obligations of the Parties with respect to a particular Work Authorization.

5.0 PROFESSIONAL SERVICES/CONSULTANT’S COMPETITIVE NEGOTIATION ACT (CCNA) - Florida Statute 287.055

Professional Services provided under this Contract are within the scope of the practice of architecture, landscape architecture, professional engineering, or registered land surveying, as defined by the laws of the State of Florida. Section 287.055 of the Florida Statutes applies to this Contract.

6.0 GENERAL CONSIDERATIONS

6.1 All documents including field books, drawings, specifications, calculations, geotechnical investigation reports, etc., used in the preparation of the work must be supplied by the Consultant and will become the property of the City and must be made available to the City upon request at any reasonable time, including all finished or unfinished documents and other data prepared or obtained by the Consultant upon the termination of this Contract in whole or in part. 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.

6.2 The Consultant will provide expert witnesses, if required by the City, 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 will provide a basis for compensation to the Consultant.

6.3 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. The City does not warrant the accuracy or completeness of the information authored by third parties. The Consultant is responsible for independently verifying the information contained in any documents provided.

6.4 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.
6.5 Key personnel assigned to City projects by the Consultant may 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.

6.6 The Consultant shall attach a brief status report on the project(s) with each request for payment.

6.7 The Consultant warrants it is duly permitted by the laws of the State of Florida to render engineering services in the State of Florida and that one or more of its officers and employees are duly registered as professional engineers in the State of Florida. The Consultant recognizes that in rendering or performing professional services pursuant to the provisions of this Agreement, the Consultant is working for the residents of the City of Treasure Island, Florida, subject to public observation, scrutiny and inquiry and based upon said recognition, the Consultant shall in all of its relationships with the City pursuant to the provisions of this Agreement conduct itself in accordance with all of the recognized applicable ethical standards set by any related national societies, and the reasonable traditions to perform services.

7.0 COMPENSATION

7.1 The Consultant will be compensated for all services rendered under this Agreement in accordance with the provisions of each Work Authorization, upon presentation of Consultant’s invoice. An hourly rate schedule and typical methods of compensation are attached as Exhibit “B”. The amount of compensation paid to the Consultant will in no event exceed the amount set forth in the Work Authorization. The amount of per diem and travel expenses paid by the City to the Consultant will be limited to the extent set forth in section 112.061 of the Florida Statutes.

7.2 Except as may be addressed in the initiating Work Authorization, the compensation for services will be invoiced by the Consultant and paid by the City once each month. Such invoices will be due and payable upon receipt.

7.3 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. Recognizing that the City is a public entity, the Consultant shall provide all of the necessary documents and records to the City, and to any independent auditor of the City upon request, as necessary pursuant to acceptable accounting standards applicable to public bodies and to provide the necessary audit trail and justification for the City paying said compensation and expenses.
7.4 Services to be performed in accordance with this Agreement are subject to the annual appropriation of funds by the City. In its sole discretion, the City reserves the right to forgo use of Consultant for any project which may fall within the Scope of Services listed in this Agreement.

8.0 REPRESENTATIONS

8.1 CITY REPRESENTATIONS: The City conducted public announcement, qualification, competitive selection and competitive negotiation procedures for an Agreement in accordance with Section 287.055 of the Florida Statutes, the Consultants' Competitive Negotiation Act (CCNA). The request for proposals (RFQ 18-19-07) (the RFQ) was publicly advertised on, March 8, 2019. Statements of Qualifications (SOQs) were received by the deadline, including the Consultant's SOQ. The SOQs were publicly opened on May 6, 2019. An Evaluation Committee met publicly and reached consensus on the shortlist ranking. The City certified the short-listed firms, which included the Consultant, as qualified and authorized negotiation of the Agreement at a public meeting. The City has determined that it is necessary, expedient, and in its best interest to enter into this Agreement with the Consultant for the performance of professional consulting services.

8.2 CONSULTANT REPRESENTATIONS: The Consultant submitted and stands behind its proposal in response to the above RFQ as accepted into the record of the City, with the knowledge that the City is relying on the proposal as an inducement for entering into this Agreement. The Consultant acknowledges that the City also relied upon the Consultant's representations identified in this Agreement as an inducement for entering into this Agreement.

The Consultant is legally authorized to and, by capacity and experience, is qualified to perform and render all of the professional consulting engineering services identified in this Agreement and the professional qualifications of the Consultant was material inducement for the City to enter into this Agreement with the Consultant.

The Consultant, in representing the City, shall promote the best interest of the City and assume towards the City a responsible professional relationship consistent with mutual confidence and fair dealing between Consultant and the City.

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 is has not paid or agreed to pay any persons, 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. Consultant represents that it has complied with the provision of section 287.055(6) of the Florida Statutes.

The Consultant currently has no potential or actual conflict of interest with respect to providing professional services to the City. The Consultant agrees to notify the City in writing of any
commitments during the term of this Agreement which may constitute a potential or actual conflict of interest with respect to the professional services to be performed for the City. The Consultant agrees that it will not knowingly engage in any contractual or professional obligations that create an appearance of a conflict of interest with respect to the service provided pursuant to this Agreement.

The Consultant acknowledges that the City, as a unit of local government and as a subdivision of the State of Florida, is subject to controls, limitations, regulations and restraints imposed or administered pursuant to numerous applicable laws, ordinances, agreements, rules and regulations of federal, state, regional and certain local jurisdictions, governmental agencies or authorities. Additionally, the Consultant acknowledges that the City often receives grants and participates in grant or funding agreements from federal and state agencies. All services rendered or performed by the Consultant pursuant to any duly executed Work Authorization will be in conformance with any and all grant or funding agreements.

9.0 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 persons, 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.

10.0 TERMINATION

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. A substantial failure to perform in accordance with the terms of this Agreement, includes but is not limited to the following: (a) failure to begin services authorized under any particular Work Authorization within the time specified in that Work Authorization, or (b) failure to properly and timely perform the services required under this Agreement or as directed by the City, or (c) the bankruptcy or insolvency or a general assignment for the benefit of creditors by Consultant or by any of Consultant's principals, partners, officers or directors, or (d) failure to obey and comply with any applicable laws, ordinances, regulations, agency agreements or other codes of conduct. In the event of any such termination, the City is not obligated to make any further payments to Consultant until such time as the City has determined all direct costs, expenses, losses and damages which the City may have incurred as a result of such default by Consultant, whereupon the City shall be entitled to set off all costs, expenses, losses and damages so incurred by the City against any amounts due Consultant for services properly performed.
11.0 TERMINATION OF 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 in this Agreement, the Consultant will be paid for services rendered through the date of termination.

12.0 PAYMENT WHEN SERVICES ARE TERMINATED

In the event of termination of this Agreement by the City, and not due to the fault of the Consultant, the City will compensate the Consultant for all authorized services performed prior to the effective date of termination.

In the event of termination of this Agreement due to the fault of the Consultant, or at the written request of the Consultant, the City will compensate the Consultant for all authorized services completed, prior to the effective date of termination, which have resulted in a usable product or otherwise tangible benefit to the City. All such payments will be subject to an offset for any damages incurred by the City resulting from any delay occasioned by early termination. This provision will in no way be construed as the sole remedy available to the City in the event of breach by the Consultant.

13.0 SUSPENSION, CANCELLATION OR ABANDONMENT

If the project described in any Work Authorization is suspended, canceled, or abandoned by the City, without affecting any other Work Authorization or this Agreement, the Consultant will be given five (5) days prior written notice of such action and will be compensated for professional services provided up to the date of suspension, cancellation or abandonment.

This Agreement will be administered and interpreted under the laws of the State of Florida.

14.0 INDEPENDENT CONSULTANT

This Agreement does not create an employee/employer relationship between the parties. It is the parties’ intention that the Consultant, its employees, sub-consultants, representatives, volunteers, and the like, will be an independent Consultant and not an employee of the City for all purposes, including, but not limited to, the application of the following, as amended: the Fair Labor Standards Act minimum wage and overtime payments, the Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State of Florida revenue and taxation laws, the State of Florida workers’ compensation laws, the State of Florida unemployment insurance laws, and the Florida Retirement System benefits. The Consultant will retain sole and absolute discretion in the judgment on the manner and means of carrying out the Consultant’s activities and responsibilities under this Agreement.
15.0 INSURANCE

The Consultant shall maintain such insurance as specified in in General Conditions, Paragraph 37 - Insurance Requirements, of RFQ 18-19-07 to protect the City from any or all claims for property damage, personal injury, and bodily injury including death, which may arise from operations under this Agreement. Certificates of such insurance must be provided to the City prior to the City issuing the Purchase Order to the Consultant and will also be subject to its approval for adequacy of protection. The City must be named as an additional insured under all policies.

16.0 PROFESSIONAL LIABILITY

The Consultant recognizes that the registered persons practicing engineering with the Consultant as provided in Chapter 471 of the Florida Statutes are not relieved from personal liability for their professional acts and each registered person practicing engineering with the Consultant who performs consulting engineering services for the City pursuant to this Agreement or any particular Work Authorization will be liable in accordance with section 471.023(3) of the Florida Statutes.

17.0 INDEMNIFICATION

17.1 To the greatest extent permitted by law, the Consultant shall indemnify and hold harmless the City, its officers, employees, and agents from and against claims, causes of action, lawsuits, damages, judgments, losses and expenses, whether direct, indirect or consequential, including but not limited to, bodily injury, sickness, disease or death, personal injury, or injury to or destruction of tangible property, including loss of use, to the extent such claims are caused by the negligent or reckless acts or errors or omissions, or intentional wrongful misconduct by the Consultant, any sub-consultant or any other person or organization employed or utilized by Consultant to perform or furnish any of the services required under this Agreement, or anyone for whose acts any of them may be liable. This indemnity will include, but not be limited to, reasonable charges of engineers, attorneys, legal assistants, and other professionals, and costs of both defense and appeal in a court of law, or arbitration, or other tribunal, for any reason. This indemnification also includes claims, damages, losses, and expenses, including reasonable attorneys', experts', and legal assistants' fees and costs, to the extent caused by infringement of patents or copyrights, or public record violations incident to providing the services required under this Agreement. It is specifically understood and agreed that this indemnification provision does not cover or indemnify the City for its own negligence. This Indemnification provision will survive completion or termination of this Agreement.

17.2 Nothing in this Agreement will be interpreted as a waiver by the City of its rights, including the limitations of the waiver of immunity, as set forth in Section 768.28 of the Florida Statutes or
any other statutes, and the City expressly reserves these rights to the fullest extent allowed by law. This provision will survive completion or termination of this Agreement.

18.0 PUBLIC RECORDS

The Consultant acknowledges that the portion of its books and records related to its contracting activities with the City may become subject to inspection and copying under the Florida Public Records Act. The Consultant agrees to comply with the Florida Public Records Act, as applicable, including, but not limited to section 119.0701 of the Florida Statutes. The Consultant agrees, to the extent required by law, to:

1. Keep and maintain public records that ordinarily and necessarily would be required by the public agency in performing the services of the Agreement;
2. Provide the public with access to the public records under the same terms and conditions that the City would provide the records and at a cost that does not exceed the cost provided for by law;
3. Ensure that the public records that are exempt or confidential, and exempt from public record disclosure requirements, are not disclosed, except as authorized by law; and
4. Meet all requirements where retained public records and transfer, at no cost, to the City, all public records in possession of the Consultant, upon termination or completion of the Agreement and destroy any duplicate public records that are exempt or confidential, or exempt from public record disclosure requirements.

Furthermore, the Consultant agrees that all records stored electronically will be provided to the City in a format that is compatible with the information technology systems of the City. The Consultant shall promptly provide the City with a copy of any request to inspect or copy public records that Consultant receives and a copy of the Consultant's response to each request. The Consultant understands and agrees that failure to provide access to the public records will be a material breach of the Agreement, its amendments, and Work Authorizations.

**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 AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:**

CITY CLERK, CITY OF TREASURE ISLAND
120 108TH AVENUE
TREASURE ISLAND, FLORIDA 33706
PHONE: (727)-547-4575
FAX: (727)-547-4582
RNICKERSON@MYTREASUREISLAND.ORG

RFQ 18-19-07 Engineering/Mapping/Landscape Architectural Services
19.0 MISCELLANEOUS TERMS.

19.1 Assignment. 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. The Consultant shall not assign or transfer its interest in this Agreement without written consent of the City.

19.2 Administration. The City authorizes the City Manager to administer the terms and conditions of this Agreement on behalf of the City and to make all managerial decisions on behalf of the City as they relate to the provisions of this Agreement. The City Manager will have the authority to transmit instructions, receive information, interpret and define the policy of the City and decisions pertinent to services covered by this Agreement. The City Manager has the right from time to time to designate such other employee of the City as the City Manager may deem advisable to perform administrative and managerial functions as they relate to provisions of this Agreement.

19.3 Litigation. The services must be performed by the Consultant to the reasonable satisfaction of the City and all questions, difficulties and disputes of any nature whatsoever that may arise under or by reason of this Agreement, any duly executed Work Authorization, the prosecution fulfillment of the services under this Agreement and the character, quality, amount and value, which cannot be settled by mutual agreement of the Parties will be settled by recourse to litigation under Florida law in the appropriate court in Pinellas County, Florida. The Agreement will be governed by and construed under the laws of the State of Florida. Each Party consents to the jurisdiction of such court in any such civil action or legal proceeding and waives any objection to the above laying of venue of any such civil action or legal proceeding in such court. This provision will survive completion or termination of this Agreement.

19.4 Inspector General. The Consultant and any sub-consultants understand and will comply with section 20.055(5) of the Florida Statutes and agree to cooperate with the inspector general in any investigation, audit, inspection, review or hearing pursuant to that section.

19.5 Notice. All notices required to be given to the City or Consultant under this Agreement must be sent by (a) registered or certified mail, and notice will be deemed to have been given on the date of acceptance; or (b) delivery (i.e., courier or other hand delivery), overnight delivery, email or facsimile transmission, and notice will be deemed to have been given on the day of delivery or transmission. If the day of notice is a Saturday, Sunday, or legal holiday, notice will be deemed to have been given on the first calendar day thereafter which is not a Saturday, Sunday, or legal holiday. All notices required to be given to the City must be made to the City at:
City of Treasure Island  
Attention: Michael Munger – Purchasing Coordinator  
120 108th Avenue  
Treasure Island, Florida 33706  
Phone: (727)-547-4575  
Fax: (727)-547-4582  
mmunger@mytreasureisland.org

Or to such other address or facsimile number as the City may direct from time to time by written notice forwarded to the Consultant as provided above.

All notices required to be given to Consultant in this Agreement must be sent to Consultant at:

<table>
<thead>
<tr>
<th>Company:</th>
<th>Michael Baker International, Inc.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Attention:</td>
<td>Beth Steimle, PE</td>
</tr>
<tr>
<td>Address:</td>
<td>4211 West Boy Scout Blvd</td>
</tr>
<tr>
<td></td>
<td>Suite 500</td>
</tr>
<tr>
<td></td>
<td>Tampa, FL 33607</td>
</tr>
<tr>
<td>Phone:</td>
<td>813-466-6018</td>
</tr>
<tr>
<td>Fax:</td>
<td></td>
</tr>
<tr>
<td>Email:</td>
<td><a href="mailto:beth.steimle@mbakerintl.com">beth.steimle@mbakerintl.com</a></td>
</tr>
</tbody>
</table>

or to such address or facsimile number as the Consultant may direct from time to time by written notice forwarded to the City as provided above. E-mail transmittal of notices are considered delivered as of the date of electronic transmission. Both parties will supplement emailed notices with a formal version of the notice as outlined above.

19.6 Conflict. It is understood and agreed by the Parties that if any part, term or provision of this Agreement is held to be illegal or in conflict with any law, the validity of the remaining portions or provisions will not be affected, and the rights and obligations of the Parties will be construed and enforced as if the Agreement did not contain the particular part, term or provision held to be invalid.

19.7 Interpretation. The Parties represent and warrant that they have entered into this Agreement relying wholly upon their own judgment, belief and knowledge of the nature, extent, effect and duration of any actions, damages and liability therefore. The Parties represent that they enter into this Agreement without relying upon any statement or representation of the adverse parties other than what has been set forth in writing in this Agreement. The Parties represent that they have had the opportunity to discuss this matter with counsel of their choosing and are satisfied with its counsel and the advice received. The Parties understand this
Agreement's contents and agree that this Agreement will not be construed more strongly against any party, regardless of who is responsible for its preparation or drafting. The Parties further declare and represent that no promise, inducement, agreement or understanding not expressed in this Agreement has been made to an adverse party and that this Agreement contains the entire agreement between the Parties and that the terms of this Agreement are contractual and not a mere recital. This Agreement will be deemed and treated as drafted jointly by all the Parties, and no term, condition or provision of this Agreement will be construed more strictly against any Party.

All words used in this Agreement in the singular will extend to and include the plural, and the use of any gender will extend to and include all genders. The term "including" is not limiting. The captions and headings in this Agreement are for convenience of reference only and in no way define or limit the scope or content of this Agreement or in any way affect its provisions.

19.8 Consideration. Each party acknowledges and agrees that the covenants under this Agreement, together with the consideration exchanged under this Agreement, constitute full, fair and valuable consideration for the transfers, transactions and releases required of and by the Parties pursuant to the provisions of this Agreement and that, by virtue of the above-referenced consideration, the Parties have received reasonably equivalent value in exchange for their obligations under this Agreement. The Parties acknowledge and agree that each has received and reviewed a copy of this Agreement in the presence of their respective, independent counsel retained by them. Each party understands the purport, tenor, and effect of this Agreement, and has entered into this Agreement freely and voluntarily.

19.9 Authority. Each of the Parties covenants to the other party that it has lawful authority to enter into this Agreement, that the governing or managing body of each of the Parties has approved this Agreement and that the governing or managing body of each of the Parties has authorized the execution of this Agreement in the manner set forth in this Agreement.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]
IN WITNESS WHEREOF, the City and Consultant have made and executed this Agreement on the date and year first above written.

CONSULTANT

Michael Baker International

Company Name

Signature

Title

Printed Name

CITY OF TREASURE ISLAND, FLORIDA

Mayor

City Clerk
# EXHIBIT B: RFQ 18-19-07 Contract Rates

**Company Name:** Michael-Baker  
**Discipline:** 7 - Structural

<table>
<thead>
<tr>
<th>Position/Classification/Title</th>
<th>3.5% Initial Rates</th>
<th>2019 Rates</th>
<th>3.5% Jan. 2020 Rates</th>
<th>3.5% Jan. 2021 Rates</th>
<th>3.5% Jan. 2022 Rates</th>
<th>3.5% Jan. 2023 Rates</th>
<th>3.5% Jan. 2024 Rates</th>
</tr>
</thead>
<tbody>
<tr>
<td>Office Executive I</td>
<td>$81.00</td>
<td>$226.80</td>
<td>$234.74</td>
<td>$242.95</td>
<td>$251.46</td>
<td>$260.26</td>
<td>$269.37</td>
</tr>
<tr>
<td>Project Manager III</td>
<td>$62.00</td>
<td>$173.60</td>
<td>$179.68</td>
<td>$185.96</td>
<td>$192.47</td>
<td>$199.21</td>
<td>$206.18</td>
</tr>
<tr>
<td>Project Manager II</td>
<td>$54.00</td>
<td>$151.20</td>
<td>$156.49</td>
<td>$161.97</td>
<td>$167.84</td>
<td>$173.51</td>
<td>$179.58</td>
</tr>
<tr>
<td>Technical Consultant III</td>
<td>$71.00</td>
<td>$198.80</td>
<td>$205.76</td>
<td>$212.96</td>
<td>$220.41</td>
<td>$228.13</td>
<td>$236.11</td>
</tr>
<tr>
<td>Technical Consultant II</td>
<td>$62.00</td>
<td>$173.60</td>
<td>$179.68</td>
<td>$185.96</td>
<td>$192.47</td>
<td>$199.21</td>
<td>$206.18</td>
</tr>
<tr>
<td>Construction Manager</td>
<td>$48.00</td>
<td>$134.40</td>
<td>$139.10</td>
<td>$143.97</td>
<td>$149.01</td>
<td>$154.23</td>
<td>$159.63</td>
</tr>
<tr>
<td>Construction Specialist II</td>
<td>$42.00</td>
<td>$117.60</td>
<td>$121.72</td>
<td>$125.98</td>
<td>$130.39</td>
<td>$134.95</td>
<td>$139.67</td>
</tr>
<tr>
<td>Quality Control Manager</td>
<td>$54.00</td>
<td>$151.20</td>
<td>$156.49</td>
<td>$161.97</td>
<td>$167.84</td>
<td>$173.51</td>
<td>$179.58</td>
</tr>
<tr>
<td>Chief Engineer</td>
<td>$98.00</td>
<td>$274.40</td>
<td>$284.00</td>
<td>$293.94</td>
<td>$304.23</td>
<td>$314.88</td>
<td>$325.90</td>
</tr>
<tr>
<td>Civil Engineer III</td>
<td>$48.00</td>
<td>$134.40</td>
<td>$139.10</td>
<td>$143.97</td>
<td>$149.01</td>
<td>$154.23</td>
<td>$159.63</td>
</tr>
<tr>
<td>Civil Engineer II</td>
<td>$42.00</td>
<td>$117.60</td>
<td>$121.72</td>
<td>$125.98</td>
<td>$130.39</td>
<td>$134.95</td>
<td>$139.67</td>
</tr>
<tr>
<td>Civil Engineer I</td>
<td>$37.00</td>
<td>$103.60</td>
<td>$107.23</td>
<td>$110.98</td>
<td>$114.86</td>
<td>$118.88</td>
<td>$123.04</td>
</tr>
<tr>
<td>Civil Associate II</td>
<td>$33.00</td>
<td>$92.40</td>
<td>$95.63</td>
<td>$98.98</td>
<td>$102.45</td>
<td>$106.03</td>
<td>$109.74</td>
</tr>
<tr>
<td>Civil Associate I</td>
<td>$29.00</td>
<td>$81.20</td>
<td>$84.04</td>
<td>$86.98</td>
<td>$90.03</td>
<td>$93.18</td>
<td>$96.44</td>
</tr>
<tr>
<td>Environmental Specialist II</td>
<td>$45.00</td>
<td>$126.00</td>
<td>$139.41</td>
<td>$134.97</td>
<td>$139.70</td>
<td>$144.59</td>
<td>$149.65</td>
</tr>
<tr>
<td>Designer IV</td>
<td>$48.00</td>
<td>$134.40</td>
<td>$139.10</td>
<td>$143.97</td>
<td>$149.01</td>
<td>$154.23</td>
<td>$159.63</td>
</tr>
<tr>
<td>Designer III</td>
<td>$42.00</td>
<td>$117.60</td>
<td>$121.72</td>
<td>$125.98</td>
<td>$130.39</td>
<td>$134.95</td>
<td>$139.67</td>
</tr>
<tr>
<td>Designer II</td>
<td>$37.00</td>
<td>$103.60</td>
<td>$107.23</td>
<td>$110.98</td>
<td>$114.86</td>
<td>$118.88</td>
<td>$123.04</td>
</tr>
<tr>
<td>Designer I</td>
<td>$33.00</td>
<td>$92.40</td>
<td>$95.63</td>
<td>$98.98</td>
<td>$102.45</td>
<td>$106.03</td>
<td>$109.74</td>
</tr>
<tr>
<td>CADD Technician III</td>
<td>$29.00</td>
<td>$81.20</td>
<td>$84.04</td>
<td>$86.98</td>
<td>$90.03</td>
<td>$93.18</td>
<td>$96.44</td>
</tr>
<tr>
<td>CADD Technician II</td>
<td>$26.00</td>
<td>$72.80</td>
<td>$75.35</td>
<td>$77.99</td>
<td>$80.71</td>
<td>$83.54</td>
<td>$86.46</td>
</tr>
<tr>
<td>Administrative Assistant II</td>
<td>$23.00</td>
<td>$64.40</td>
<td>$66.65</td>
<td>$68.99</td>
<td>$71.40</td>
<td>$73.90</td>
<td>$76.49</td>
</tr>
</tbody>
</table>

**Overhead/Fringe multiplier:** 2.80

**Signature**

**Vice President**

**Beth F. Steimle**

**Printed Name**

**Date** 9/20/2019

**Notes:**

* Rates effective January 2024 will expire upon the 5-year anniversary of the contract effective date.

** Overhead/Fringe Multiplier to remain constant throughout contract
CONTRACT BETWEEN THE CITY OF TREASURE ISLAND AND 
Infrastructure Consulting & Engineering 
PERTAINING TO ENGINEERING, MAPPING & LANDSCAPE 
ARCHITECTURAL SERVICES RFQ 18-19-07 
AGREEMENT FOR PROFESSIONAL SERVICES - 
DISCIPLINE: 7 - Structural 

This Agreement is made and entered into on the_______day of____________, 2019, by and between the City of Treasure Island, Florida (City) and Infrastructure Consulting & Engineering (Consultant) (collectively the “Parties”).

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, the City selected the Consultant in accordance with the competitive selection process described in Section 287.055 of the Florida Statutes, and based on information and representations given by the Consultant in a Statement for Qualifications dated May 6, 2019.

NOW, THEREFORE, in consideration of the premises and the mutual benefits which will accrue to the parties in carrying out the terms of this Agreement, it is mutually understood and agreed as follows:

1.0 AGREEMENT DOCUMENTS

This Agreement (also referred to as “Contract”) consists of this document including any and all attachments, the Request for Qualifications (RFQ) required Documents for RFQ No. 18-19-07, and Consultant's proposal submitted in response to the RFQ on or before May 6, 2019, as if all components were set forth in this Agreement verbatim. In the event of a conflict between the terms and conditions provided in this document including the attachments and the RFQ or proposal, the provisions in this document will prevail. No amendment will be effective until and unless reduced to writing and executed by the Parties.
2.0 GENERAL SCOPE OF THIS AGREEMENT

The relationship of Consultant to the City will be that of a professional consultant, and Consultant will provide the professional and technical services required under this Agreement in accordance with acceptable engineering practices and ethical standards.

Consultant has the discretion, subject to the requirement that it perform the services required under this Agreement competently and professionally in accordance with the applicable professional standards and otherwise comply with the terms of this Agreement, to select the means and methods of performing such services. In this regard, Consultant is fully responsible for the employment, direction, supervision, compensation and control of any and all persons employed or retained by the Consultant. Neither Consultant nor Consultant's contractors, subcontractors, consultants, sub-consultants, suppliers, experts, or other persons or organizations retained or utilized by Consultant for the services required under this Agreement will be considered by reason of the provisions of this Agreement or otherwise as being an employee or agent of the City. Consultant shall comply with all workers' compensation, employers' liability and other Federal, State, and municipal laws, ordinances, and regulations required of an employer performing services as provided in this agreement contemplated. Furthermore, Consultant is responsible for paying all income and employment taxes, and the City will not be responsible for collecting and paying withholding, FUTA, FICA and any other state or federal taxes.

Consultant shall perform all services in accordance with generally accepted professional standards. Consultant shall perform all services as expeditiously as is consistent with professional skill and care and the orderly progress of the work. All work of any kind, must conform to and be in compliance with, and Consultant shall be familiar with all applicable codes, laws, ordinances, regulations and restrictions, guidelines, standards, procedures and directives.

3.0 PROFESSIONAL TECHNICAL SERVICES

3.1 It shall be the responsibility of the Consultant to work with and for the City to provide Engineering/Mapping/Landscape Architectural Services within discipline:

7 - Structural

3.2 The documents will be prepared in sequence under individual work orders.

3.3 The Consultant shall perform all services in accordance with generally accepted professional standards. The Consultant shall perform all services as expeditiously as is consistent with professional skill and care and the orderly progress of the work. All work of any kind, shall conform to and be in compliance with, and the Consultant shall be familiar with all applicable codes, laws, ordinances, regulations and restrictions, guidelines, standards, procedures and directives.
3.4 The Consultant’s services under this Agreement will be provided under Work Authorizations. Generally, each Work Authorization will include the services for a single project or assignment, and it will contain a mutually agreed-upon detailed scope of work, fee, and schedule of performance in accordance with applicable fiscal and budgetary constraints.

3.5 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 architect services under this Agreement, and must diligently execute the work to meet the completion time established in Work Authorization. The Consultant will not sublet, assign or transfer work under this Agreement to another associated firm, a subcontractor or a Sub-consultant without the prior written consent of the City. The Consultant will require all associated firm-type firms, subcontractors and Sub-consultants to adhere to the terms of this Agreement and the utilization of any such associated firm-type firm, subcontractor or sub-consultant by the Consultant will not relieve the Consultant from any liability or responsibility to the City pursuant to the provisions of this Agreement or any duly executed work authorizations.

3.6 The City reserves the right to enter into contracts with other consulting firms for similar services. The Consultant will, when directed to do so by the City, coordinate and work with other consulting firms retained by the City.

3.7 At all times during the performance of any of the services required under this Agreement, Consultant shall comply with Title VII of the Civil Rights Act of 1964, as amended (45 C.F.R. Part 1010), and the Florida Civil Rights Act of 1992. Consultant shall not discriminate in any form or manner against its employees or applicants for employment on the basis of race, color, national origin, religion, sex, age, handicap or marital status. Further, Consultant shall comply with all applicable rules, regulations or executive order promulgated to give effect to the Civil Rights Act of 1964, as amended.

4.0 WORK AUTHORIZATIONS

4.1 There is no guarantee of work under this Agreement. Consultant shall begin work promptly after receipt of a fully executed copy of each Work Authorization, in accordance with Paragraph 3.2, above. Receipt of a fully executed Work Authorization constitutes written notice to proceed.

4.2 If Consultant’s services called for under any Work Authorization are delayed for reasons beyond the Consultant’s control, the time of performance will be adjusted as appropriate.
4.3 It is the intent of the Parties that this Agreement continue in force until five (5) years from the date of initiation, with the option of the City to provide up to one two-year extension, subject to the provisions for termination contained in this Agreement. Assignments that are in progress at the Agreement termination date will be completed by the Consultant unless specifically terminated by the City.

4.4 Consultant acknowledges and agrees that time is of the essence with respect to its performance under this Agreement and any Work Authorization.

4.5 If the project described in any Work Authorization is suspended, canceled, or abandoned by the City, without affecting any other Work Authorization or this Agreement, the Consultant will be given five (5) days prior written notice of such action and will be compensated for professional services provided up to the date of suspension, cancellation or abandonment.

4.6 Each Work Authorization may establish the following:

a) A title for the project and/or Work Authorization number;

b) A general description of the purpose of the work;

c) A clear and concise description of each item of the scope of work to be performed in sufficient detail to reasonably assure both Parties as to the extent and cost of each service to be performed;

d) The scope items to which a lump sum fee applies and the total compensation that will be paid to the Consultant by the City for completion of the project services;

e) The scope items, which time charges apply, the rates at which they will be charged by personnel category, and the maximum total compensation amount to which they are limited for each scope item;

f) The expenses qualified for reimbursement, and the rates at which they will be charged by expense category, and the maximum total reimbursement amount to which they are limited;

g) Description of deliverables;

h) The committed date of completion of the services and deliverables, with intermediate milestone dates where appropriate;

i) When sub-consultants are to be utilized, the scope items in which they will be involved, the extent to which they will be involved, and the above-referenced fees and expenses attributable to them;
j) A designated person to act on the Consultant’s behalf on all matters concerning the Work Authorization;

k) The contract manager designated by the City; and

l) Any additional details that may be required to describe the duties and obligations of the Parties with respect to a particular Work Authorization.

5.0 PROFESSIONAL SERVICES/CONSULTANT’S COMPETITIVE NEGOTIATION ACT (CCNA) - Florida Statute 287.055

Professional Services provided under this Contract are within the scope of the practice of architecture, landscape architecture, professional engineering, or registered land surveying, as defined by the laws of the State of Florida. Section 287.055 of the Florida Statutes applies to this Contract.

6.0 GENERAL CONSIDERATIONS

6.1 All documents including field books, drawings, specifications, calculations, geotechnical investigation reports, etc., used in the preparation of the work must be supplied by the Consultant and will become the property of the City and must be made available to the City upon request at any reasonable time, including all finished or unfinished documents and other data prepared or obtained by the Consultant upon the termination of this Contract in whole or in part. 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.

6.2 The Consultant will provide expert witnesses, if required by the City, 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 will provide a basis for compensation to the Consultant.

6.3 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. The City does not warrant the accuracy or completeness of the information authored by third parties. The Consultant is responsible for independently verifying the information contained in any documents provided.

6.4 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.
6.5 Key personnel assigned to City projects by the Consultant may 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.

6.6 The Consultant shall attach a brief status report on the project(s) with each request for payment.

6.7 The Consultant warrants it is duly permitted by the laws of the State of Florida to render engineering services in the State of Florida and that one or more of its officers and employees are duly registered as professional engineers in the State of Florida. The Consultant recognizes that in rendering or performing professional services pursuant to the provisions of this Agreement, the Consultant is working for the residents of the City of Treasure Island, Florida, subject to public observation, scrutiny and inquiry and based upon said recognition, the Consultant shall in all of its relationships with the City pursuant to the provisions of this Agreement conduct itself in accordance with all of the recognized applicable ethical standards set by any related national societies, and the reasonable traditions to perform services.

7.0 COMPENSATION

7.1 The Consultant will be compensated for all services rendered under this Agreement in accordance with the provisions of each Work Authorization, upon presentation of Consultant’s invoice. An hourly rate schedule and typical methods of compensation are attached as Exhibit “B”. The amount of compensation paid to the Consultant will in no event exceed the amount set forth in the Work Authorization. The amount of per diem and travel expenses paid by the City to the Consultant will be limited to the extent set forth in section 112.061 of the Florida Statutes.

7.2 Except as may be addressed in the initiating Work Authorization, the compensation for services will be invoiced by the Consultant and paid by the City once each month. Such invoices will be due and payable upon receipt.

7.3 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. Recognizing that the City is a public entity, the Consultant shall provide all of the necessary documents and records to the City, and to any independent auditor of the City upon request, as necessary pursuant to acceptable accounting standards applicable to public bodies and to provide the necessary audit trail and justification for the City paying said compensation and expenses.
7.4 Services to be performed in accordance with this Agreement are subject to the annual appropriation of funds by the City. In its sole discretion, the City reserves the right to forgo use of Consultant for any project which may fall within the Scope of Services listed in this Agreement.

8.0 REPRESENTATIONS

8.1 CITY REPRESENTATIONS: The City conducted public announcement, qualification, competitive selection and competitive negotiation procedures for an Agreement in accordance with Section 287.055 of the Florida Statutes, the Consultants’ Competitive Negotiation Act (CCNA). The request for proposals (RFQ 18-19-07) (the RFQ) was publicly advertised on, March 8, 2019. Statements of Qualifications (SOQs) were received by the deadline, including the Consultant's SOQ. The SOQs were publicly opened on May 6, 2019. An Evaluation Committee met publicly and reached consensus on the shortlist ranking. The City certified the short-listed firms, which included the Consultant, as qualified and authorized negotiation of the Agreement at a public meeting. The City has determined that it is necessary, expedient, and in its best interest to enter into this Agreement with the Consultant for the performance of professional consulting services.

8.2 CONSULTANT REPRESENTATIONS: The Consultant submitted and stands behind its proposal in response to the above RFQ as accepted into the record of the City, with the knowledge that the City is relying on the proposal as an inducement for entering into this Agreement. The Consultant acknowledges that the City also relied upon the Consultant's representations identified in this Agreement as an inducement for entering into this Agreement.

The Consultant is legally authorized to and, by capacity and experience, is qualified to perform and render all of the professional consulting engineering services identified in this Agreement and the professional qualifications of the Consultant was material inducement for the City to enter into this Agreement with the Consultant.

The Consultant, in representing the City, shall promote the best interest of the City and assume towards the City a responsible professional relationship consistent with mutual confidence and fair dealing between Consultant and the City.

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 persons, 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. Consultant represents that it has complied with the provision of section 287.055(6) of the Florida Statutes.

The Consultant currently has no potential or actual conflict of interest with respect to providing professional services to the City. The Consultant agrees to notify the City in writing of any
commitments during the term of this Agreement which may constitute a potential or actual conflict of interest with respect to the professional services to be performed for the City. The Consultant agrees that it will not knowingly engage in any contractual or professional obligations that create an appearance of a conflict of interest with respect to the service provided pursuant to this Agreement.

The Consultant acknowledges that the City, as a unit of local government and as a subdivision of the State of Florida, is subject to controls, limitations, regulations and restraints imposed or administered pursuant to numerous applicable laws, ordinances, agreements, rules and regulations of federal, state, regional and certain local jurisdictions, governmental agencies or authorities. Additionally, the Consultant acknowledges that the City often receives grants and participates in grant or funding agreements from federal and state agencies. All services rendered or performed by the Consultant pursuant to any duly executed Work Authorization will be in conformance with any and all grant or funding agreements.

9.0 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 persons, 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.

10.0 TERMINATION

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. A substantial failure to perform in accordance with the terms of this Agreement, includes but is not limited to the following: (a) failure to begin services authorized under any particular Work Authorization within the time specified in that Work Authorization, or (b) failure to properly and timely perform the services required under this Agreement or as directed by the City, or (c) the bankruptcy or insolvency or a general assignment for the benefit of creditors by Consultant or by any of Consultant's principals, partners, officers or directors, or (d) failure to obey and comply with any applicable laws, ordinances, regulations, agency agreements or other codes of conduct. In the event of any such termination, the City is not obligated to make any further payments to Consultant until such time as the City has determined all direct costs, expenses, losses and damages which the City may have incurred as a result of such default by Consultant, whereupon the City shall be entitled to set off all costs, expenses, losses and damages so incurred by the City against any amounts due Consultant for services properly performed.
11.0 TERMINATION OF 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 in this Agreement, the Consultant will be paid for services rendered through the date of termination.

12.0 PAYMENT WHEN SERVICES ARE TERMINATED

In the event of termination of this Agreement by the City, and not due to the fault of the Consultant, the City will compensate the Consultant for all authorized services performed prior to the effective date of termination.

In the event of termination of this Agreement due to the fault of the Consultant, or at the written request of the Consultant, the City will compensate the Consultant for all authorized services completed, prior to the effective date of termination, which have resulted in a usable product or otherwise tangible benefit to the City. All such payments will be subject to an offset for any damages incurred by the City resulting from any delay occasioned by early termination. This provision will in no way be construed as the sole remedy available to the City in the event of breach by the Consultant.

13.0 SUSPENSION, CANCELLATION OR ABANDONMENT

If the project described in any Work Authorization is suspended, canceled, or abandoned by the City, without affecting any other Work Authorization or this Agreement, the Consultant will be given five (5) days prior written notice of such action and will be compensated for professional services provided up to the date of suspension, cancellation or abandonment.

This Agreement will be administered and interpreted under the laws of the State of Florida.

14.0 INDEPENDENT CONSULTANT

This Agreement does not create an employee/employer relationship between the parties. It is the parties’ intention that the Consultant, its employees, sub-consultants, representatives, volunteers, and the like, will be an independent Consultant and not an employee of the City for all purposes, including, but not limited to, the application of the following, as amended: the Fair Labor Standards Act minimum wage and overtime payments, the Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State of Florida revenue and taxation laws, the State of Florida workers’ compensation laws, the State of Florida unemployment insurance laws, and the Florida Retirement System benefits. The Consultant will retain sole and absolute discretion in the judgment on the manner and means of carrying out the Consultant’s activities and responsibilities under this Agreement.
15.0 INSURANCE

The Consultant shall maintain such insurance as specified in in General Conditions, Paragraph 37 - Insurance Requirements, of RFQ 18-19-07 to protect the City from any or all claims for property damage, personal injury, and bodily injury including death, which may arise from operations under this Agreement. Certificates of such insurance must be provided to the City prior to the City issuing the Purchase Order to the Consultant and will also be subject to its approval for adequacy of protection. The City must be named as an additional insured under all policies.

16.0 PROFESSIONAL LIABILITY

The Consultant recognizes that the registered persons practicing engineering with the Consultant as provided in Chapter 471 of the Florida Statutes are not relieved from personal liability for their professional acts and each registered person practicing engineering with the Consultant who performs consulting engineering services for the City pursuant to this Agreement or any particular Work Authorization will be liable in accordance with section 471.023(3) of the Florida Statutes.

17.0 INDEMNIFICATION

17.1 To the greatest extent permitted by law, the Consultant shall indemnify and hold harmless the City, its officers, employees, and agents from and against claims, causes of action, lawsuits, damages, judgments, losses and expenses, whether direct, indirect or consequential, including but not limited to, bodily injury, sickness, disease or death, personal injury, or injury to or destruction of tangible property, including loss of use, to the extent such claims are caused by the negligent or reckless acts or errors or omissions, or intentional wrongful misconduct by the Consultant, any sub-consultant or any other person or organization employed or utilized by Consultant to perform or furnish any of the services required under this Agreement, or anyone for whose acts any of them may be liable. This indemnity will include, but not be limited to, reasonable charges of engineers, attorneys, legal assistants, and other professionals, and costs of both defense and appeal in a court of law, or arbitration, or other tribunal, for any reason. This indemnification also includes claims, damages, losses, and expenses, including reasonable attorneys', experts', and legal assistants' fees and costs, to the extent caused by infringement of patents or copyrights, or public record violations incident to providing the services required under this Agreement. It is specifically understood and agreed that this indemnification provision does not cover or indemnify the City for its own negligence. This Indemnification provision will survive completion or termination of this Agreement.

17.2 Nothing in this Agreement will be interpreted as a waiver by the City of its rights, including the limitations of the waiver of immunity, as set forth in Section 768.28 of the Florida Statutes or
any other statutes, and the City expressly reserves these rights to the fullest extent allowed by law. This provision will survive completion or termination of this Agreement.

18.0 PUBLIC RECORDS

The Consultant acknowledges that the portion of its books and records related to its contracting activities with the City may become subject to inspection and copying under the Florida Public Records Act. The Consultant agrees to comply with the Florida Public Records Act, as applicable, including, but not limited to section 119.0701 of the Florida Statutes. The Consultant agrees, to the extent required by law, to:

1. Keep and maintain public records that ordinarily and necessarily would be required by the public agency in performing the services of the Agreement;
2. Provide the public with access to the public records under the same terms and conditions that the City would provide the records and at a cost that does not exceed the cost provided for by law;
3. Ensure that the public records that are exempt or confidential, and exempt from public record disclosure requirements, are not disclosed, except as authorized by law; and
4. Meet all requirements where retained public records and transfer, at no cost, to the City, all public records in possession of the Consultant, upon termination or completion of the Agreement and destroy any duplicate public records that are exempt or confidential, or exempt from public record disclosure requirements.

Furthermore, the Consultant agrees that all records stored electronically will be provided to the City in a format that is compatible with the information technology systems of the City. The Consultant shall promptly provide the City with a copy of any request to inspect or copy public records that Consultant receives and a copy of the Consultant's response to each request. The Consultant understands and agrees that failure to provide access to the public records will be a material breach of the Agreement, its amendments, and Work Authorizations.

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 AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

CITY CLERK, CITY OF TREASURE ISLAND
120 108TH AVENUE
TREASURE ISLAND, FLORIDA 33706
PHONE: (727)-547-4575
FAX: (727)-547-4582
RNICKERSON@MYTREASUREISLAND.ORG
19.0 MISCELLANEOUS TERMS.

19.1 Assignment. 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. The Consultant shall not assign or transfer its interest in this Agreement without written consent of the City.

19.2 Administration. The City authorizes the City Manager to administer the terms and conditions of this Agreement on behalf of the City and to make all managerial decisions on behalf of the City as they relate to the provisions of this Agreement. The City Manager will have the authority to transmit instructions, receive information, interpret and define the policy of the City and decisions pertinent to services covered by this Agreement. The City Manager has the right from time to time to designate such other employee of the City as the City Manager may deem advisable to perform administrative and managerial functions as they relate to provisions of this Agreement.

19.3 Litigation. The services must be performed by the Consultant to the reasonable satisfaction of the City and all questions, difficulties and disputes of any nature whatsoever that may arise under or by reason of this Agreement, any duly executed Work Authorization, the prosecution fulfillment of the services under this Agreement and the character, quality, amount and value, which cannot be settled by mutual agreement of the Parties will be settled by recourse to litigation under Florida law in the appropriate court in Pinellas County, Florida. The Agreement will be governed by and construed under the laws of the State of Florida. Each Party consents to the jurisdiction of such court in any such civil action or legal proceeding and waives any objection to the above laying of venue of any such civil action or legal proceeding in such court. This provision will survive completion or termination of this Agreement.

19.4 Inspector General. The Consultant and any sub-consultants understand and will comply with section 20.055(5) of the Florida Statutes and agree to cooperate with the inspector general in any investigation, audit, inspection, review or hearing pursuant to that section.

19.5 Notice. All notices required to be given to the City or Consultant under this Agreement must be sent by (a) registered or certified mail, and notice will be deemed to have been given on the date of acceptance; or (b) delivery (i.e., courier or other hand delivery), overnight delivery, email or facsimile transmission, and notice will be deemed to have been given on the day of delivery or transmission. If the day of notice is a Saturday, Sunday, or legal holiday, notice will be deemed to have been given on the first calendar day thereafter which is not a Saturday, Sunday, or legal holiday. All notices required to be given to the City must be made to the City at:
City of Treasure Island  
Attention: Michael Munger – Purchasing Coordinator  
120 108th Avenue  
Treasure Island, Florida 33706  
Phone: (727)-547-4575  
Fax: (727)-547-4582  
mmunger@mytreasureisland.org

Or to such other address or facsimile number as the City may direct from time to time by written notice forwarded to the Consultant as provided above. All notices required to be given to Consultant in this Agreement must be sent to Consultant at:

- **Company:** Infrastructure Consulting & Engineering, PLCC  
- **Attention:** Doug Hambrecht, PE  
- **Address:** 5550 W. Idlewild Avenue, Suite 115, Tampa, FL 33634  
- **Phone:** 813-330-2704  
- **Fax:** 803-822-0034  
- **Email:** doug.hambrecht@ice-eng.com

or to such address or facsimile number as the Consultant may direct from time to time by written notice forwarded to the City as provided above. E-mail transmittal of notices are considered delivered as of the date of electronic transmission. Both parties will supplement emailed notices with a formal version of the notice as outlined above.

19.6 **Conflict.** It is understood and agreed by the Parties that if any part, term or provision of this Agreement is held to be illegal or in conflict with any law, the validity of the remaining portions or provisions will not be affected, and the rights and obligations of the Parties will be construed and enforced as if the Agreement did not contain the particular part, term or provision held to be invalid.

19.7 **Interpretation.** The Parties represent and warrant that they have entered into this Agreement relying wholly upon their own judgment, belief and knowledge of the nature, extent, effect and duration of any actions, damages and liability therefore. The Parties represent that they enter into this Agreement without relying upon any statement or representation of the adverse parties other than what has been set forth in writing in this Agreement. The Parties represent that they have had the opportunity to discuss this matter with counsel of their choosing and are satisfied with its counsel and the advice received. The Parties understand this
Agreement's contents and agree that this Agreement will not be construed more strongly against any party, regardless of who is responsible for its preparation or drafting. The Parties further declare and represent that no promise, inducement, agreement or understanding not expressed in this Agreement has been made to an adverse party and that this Agreement contains the entire agreement between the Parties and that the terms of this Agreement are contractual and not a mere recital. This Agreement will be deemed and treated as drafted jointly by all the Parties, and no term, condition or provision of this Agreement will be construed more strictly against any Party.

All words used in this Agreement in the singular will extend to and include the plural, and the use of any gender will extend to and include all genders. The term "including" is not limiting. The captions and headings in this Agreement are for convenience of reference only and in no way define or limit the scope or content of this Agreement or in any way affect its provisions.

19.8 Consideration. Each party acknowledges and agrees that the covenants under this Agreement, together with the consideration exchanged under this Agreement, constitute full, fair and valuable consideration for the transfers, transactions and releases required of and by the Parties pursuant to the provisions of this Agreement and that, by virtue of the above-referenced consideration, the Parties have received reasonably equivalent value in exchange for their obligations under this Agreement. The Parties acknowledge and agree that each has received and reviewed a copy of this Agreement in the presence of their respective, independent counsel retained by them. Each party understands the purport, tenor, and effect of this Agreement, and has entered into this Agreement freely and voluntarily.

19.9 Authority. Each of the Parties covenants to the other party that it has lawful authority to enter into this Agreement, that the governing or managing body of each of the Parties has approved this Agreement and that the governing or managing body of each of the Parties has authorized the execution of this Agreement in the manner set forth in this Agreement.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]
IN WITNESS WHEREOF, the City and Consultant have made and executed this Agreement on the date and year first above written.

CONSULTANT

Infrastructure Consulting & Engineering

Company Name

Signature

Vice President

Title

Printed Name

Douglas Hambrecht

CITY OF TREASURE ISLAND, FLORIDA

City Clerk

Mayor

RFQ 18-19-07 Engineering/Mapping/Landscape Architectural Services
## EXHIBIT B: RFQ 18-19-07 Contract Rates

### Company Name: Infrastructure Consulting & Engineering

### Discipline: 7 - Structural

<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Principal/Chief Engineer</td>
<td>$ 90.00</td>
<td>$ 261.00</td>
<td>$ 268.83</td>
<td>$ 276.89</td>
<td>$ 285.20</td>
<td>$ 293.76</td>
<td>$ 302.57</td>
<td></td>
</tr>
<tr>
<td>Sr. Project Manager</td>
<td>$ 71.20</td>
<td>$ 206.48</td>
<td>$ 212.67</td>
<td>$ 219.05</td>
<td>$ 225.63</td>
<td>$ 232.40</td>
<td>$ 239.37</td>
<td></td>
</tr>
<tr>
<td>Project Manager</td>
<td>$ 49.63</td>
<td>$ 143.93</td>
<td>$ 148.24</td>
<td>$ 152.69</td>
<td>$ 157.27</td>
<td>$ 161.99</td>
<td>$ 166.85</td>
<td></td>
</tr>
<tr>
<td>Senior Project Engineer</td>
<td>$ 58.36</td>
<td>$ 169.24</td>
<td>$ 174.32</td>
<td>$ 179.55</td>
<td>$ 184.94</td>
<td>$ 190.49</td>
<td>$ 196.20</td>
<td></td>
</tr>
<tr>
<td>Project Engineer</td>
<td>$ 42.76</td>
<td>$ 124.00</td>
<td>$ 127.72</td>
<td>$ 131.56</td>
<td>$ 135.50</td>
<td>$ 139.57</td>
<td>$ 143.75</td>
<td></td>
</tr>
<tr>
<td>Senior Engineering Tech/Designer</td>
<td>$ 40.87</td>
<td>$ 118.62</td>
<td>$ 122.00</td>
<td>$ 125.74</td>
<td>$ 129.51</td>
<td>$ 133.40</td>
<td>$ 137.40</td>
<td></td>
</tr>
<tr>
<td>Engineering Tech/Designer/El</td>
<td>$ 29.70</td>
<td>$ 86.13</td>
<td>$ 88.71</td>
<td>$ 91.38</td>
<td>$ 94.12</td>
<td>$ 96.94</td>
<td>$ 99.85</td>
<td></td>
</tr>
<tr>
<td>Senior CADD Tech</td>
<td>$ 44.11</td>
<td>$ 127.92</td>
<td>$ 131.76</td>
<td>$ 135.71</td>
<td>$ 139.78</td>
<td>$ 143.97</td>
<td>$ 148.29</td>
<td></td>
</tr>
<tr>
<td>CADD Tech</td>
<td>$ 34.81</td>
<td>$ 100.95</td>
<td>$ 103.98</td>
<td>$ 107.10</td>
<td>$ 110.31</td>
<td>$ 113.62</td>
<td>$ 117.03</td>
<td></td>
</tr>
<tr>
<td>Project Assistant/DocuCtrl/Admin</td>
<td>$ 26.43</td>
<td>$ 76.65</td>
<td>$ 78.95</td>
<td>$ 81.31</td>
<td>$ 83.75</td>
<td>$ 86.27</td>
<td>$ 88.85</td>
<td></td>
</tr>
<tr>
<td>Senior Construction Inspector</td>
<td>$ 40.89</td>
<td>$ 118.58</td>
<td>$ 122.14</td>
<td>$ 125.80</td>
<td>$ 129.58</td>
<td>$ 133.46</td>
<td>$ 137.47</td>
<td></td>
</tr>
<tr>
<td>Construction Manager</td>
<td>$ 46.63</td>
<td>$ 135.23</td>
<td>$ 139.28</td>
<td>$ 143.46</td>
<td>$ 147.77</td>
<td>$ 152.20</td>
<td>$ 156.77</td>
<td></td>
</tr>
<tr>
<td>Inspectors</td>
<td>$ 26.11</td>
<td>$ 75.72</td>
<td>$ 77.99</td>
<td>$ 80.33</td>
<td>$ 82.74</td>
<td>$ 85.22</td>
<td>$ 87.78</td>
<td></td>
</tr>
</tbody>
</table>

**Overhead/Fringe multiplier:** **2.90**

---

**Notes:**

* Rates effective January 2024 will expire upon the 5-year anniversary of the contract effective date.

** Overhead/Fringe Multiplier to remain constant throughout contract

---

Packet Pg. 223