

**CONTRACT COVER SHEET****ALLOWS PIGGYBACKING\***

Master Contract Record #020749

Client Number 16005

May 19, 2021

Client	City of Panama City Beach	Opportunity #	95887-387-20
Client Contract #		Manager	Sarah Parrish
Continuing Contract Name	Standard Master Agreement – GIS-Centric Enterprise Public Asset Management	Stage	FE
Issued Pursuant to CCNA	No	Contract Fee / Max	
Confidentiality Level	Public	Subconsultant Flowdowns	Not Required
Contract Start (Term 1)	December 14, 2020	Contract End Date	December 14, 2023
Contract Start (Term 2)		Contract End Date	
Term Details	3 years with 1-year extensions upon mutual consent		
Rate Details	<input checked="" type="checkbox"/> Lump Sum <input checked="" type="checkbox"/> Time & Materials <input type="checkbox"/> Rate Schedule		
	Use Standard Rates		
Assignment Details	Task Assignment prepared by consultant pursuant to an approved proposal See sample Task Assignment (Exhibit A)		
Invoice Requirements	See Section 5		
ODCs	Bill at 1.15 times cost (including subconsultant fees) (Section 4B)		
Approved Subconsultants	Silent		
Key Personnel	Silent		
RFP/Contract Negotiation History	No issues with RFP or contract		
General Comments			
Article #	Contractual Requirement	Required Risk Offset	
10	Individual Engineer Immunity (FS 558.0035) Included	N/A	
10	Limitation of Liability Included (\$500,000 or Consultant's total fee, whichever is greater)	N/A	
14	*Piggybacking allowed	PM aware of requirement	

**Scope of Services Categories**

- ☐ Utilities  
☐ Permitting  
☐ Civil/Environmental  
☒ GIS  
☐ Stormwater/Drainage  
☐ Roadway Design/Construction Services  
☐ Parks & Recreation  
☐ CEI & Construction Phase Services  
☐ Other:

**\*City of Oakland Park agreement is a piggyback of this agreement**

**STANDARD MASTER AGREEMENT  
BETWEEN THE CITY OF PANAMA CITY BEACH AND  
JONES EDMUNDS & ASSOCIATES, INC.  
FOR CONTINUING PROFESSIONAL SERVICES  
GIS-Centric Enterprise Public Asset Management**

THIS AGREEMENT is made this 14<sup>th</sup> day of December, 2019 by and between THE CITY OF PANAMA CITY BEACH ("the City") and JONES EDMUNDS & ASSOCIATES, INC. ("the Consultant"). This Agreement sets forth the terms whereby Jones Edmunds will provide professional services, with the specifics of each engagement to be set forth in a Task Assignment.

Accordingly, the parties agree as follows:

1. Basic Services and Additional Services

The Consultant's **Basic Services** hereunder shall be to perform Cityworks and GIS related services for various City Departments as set forth in the City's Request for Proposals for GIS-Centric Enterprise Public Asset Management and Consultant's response dated October 30, 2020.

The City will authorize Consultant's Basic Services by Task Assignments. Each Task Assignment issued hereunder shall contain a description of the services required for that Task Assignment, shall state the compensation to be paid to the Consultant for the Task Assignment, and shall include a schedule for completing the services pursuant to the Task Assignment. The Consultant shall be authorized to proceed with services upon receipt of a fully executed Task Assignment.

The City may request Consultant to perform Cityworks related services outside of the Scope of Services set forth in the referenced Request for Proposals. If requested, the Consultant shall prepare a proposal detailing the description of services, schedule, and compensation based on the Consultant's Standard Hourly rates in effect at the time of the request. If the proposal is accepted by the City, the Consultant will prepare a Task Authorization to be signed by both parties.

A Sample Task Assignment is attached hereto as Exhibit A.

2. City's Responsibilities

In addition to other responsibilities in this Agreement or imposed by law, the City shall:

- a) Designate in writing a person to act as its representative, such person having complete authority to transmit instructions, receive information, and make or interpret the City's decisions.
- b) Provide all information and criteria as to the City's requirements, objectives, and expectations for the Project and all City standards of development, design, or construction.
- c) Provide the Consultant all available studies, plans, or other documents pertaining to the Project, such as surveys, engineering data, and environmental information, etc., all of which the Consultant may rely upon.

- d) Provide access to the City's property as required for the Consultant to provide its services. Consultant has no obligation as to safety of the site or as to safe prosecution of the work which shall remain the sole obligation of City or others designated by City.
- e) Review all documents or reports presented by the Consultant and communicate decisions pertaining thereto within a reasonable time so as not to delay the Consultant.
- f) Furnish approvals and permits for all government authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary.
- g) Give prompt written notice to the Consultant whenever the City observes or otherwise becomes aware of any development that may affect the Consultant's services, or any defect or nonconformance in any aspect of the Project.

### 3. Term

The term of this Agreement shall be for three (3) years from the date first above written. The Agreement may be extended for additional one (1) year periods upon written consent of both parties. Any Task Assignment still in effect at the end of the term of this Agreement shall continue under the terms and conditions of this Agreement until completion of the Task Assignment.

### 4. Compensation for Services

- a) **Basic Services:** The Consultant's compensation for Basic Services shall be on a Lump Sum basis as set forth in Consultant's proposal. The Tasks will be authorized and performed as set forth in individual Task Assignment(s).
- b) **Additional Services:** Compensation for Additional Services shall be computed on the basis set forth in the Task Assignment and may either based on a Lump Sum or Time and Materials. For Time and Materials Task Assignments, the City shall pay the Consultant an amount based upon the Consultant's then-current Standard Hourly Rates. Other direct expenses, including subconsultants' fees, will be billed at 1.15 times cost.

### 5. Method of Payment

Monthly, Consultant will invoice City for services rendered during the previous month. Invoices shall be paid by City in accordance with §218.70-80, Florida Statutes.

City shall notify Consultant in writing of any disputed amount within 15 days after date of invoice; otherwise, all invoice charges are agreed to be acceptable.

Should it be necessary for Consultant to initiate collection procedures for unpaid charges including attorneys' fees and paralegal fees, and costs and other expenses incurred before, during and after any judgment is entered, at both trial and appellate levels, the cost of such procedures will be added to the amount due Consultant from City.

### 6. Use of Documents

All documents, data, and programs prepared by the Consultant are related exclusively to the services described in the Task Authorization. They are not intended or represented to be

suitable for use or reuse by the City or others on extensions of the Project or on any other project. Any modifications made by the City to any of the Consultant's documents, or any use, partial use, or reuse of the documents without written authorization by the Consultant will be at the City's sole risk and without liability to the Consultant.

7. Termination

This Agreement may be terminated by either party upon 30 days written notice to the other party. Irrespective of which party terminates or the cause therefor, City shall, within 30 days of termination, compensate Consultant for costs incurred up to the date of termination, plus any reasonable and unavoidable costs incurred due to such termination (such as cancelling orders for equipment, materials, or services).

8. Standard of Care.

The standard of care applicable to Consultant's services will be the degree of care and skill ordinarily exercised by consultants performing the same or similar services in the same locality at the time the services are provided. No warranty, express or implied, is made or intended by the Consultant's performance of services, and it is agreed that the Consultant is not a fiduciary with respect to the City.

9. Indemnification

To the extent allowed by §725.08, Florida Statutes, the Consultant shall indemnify and hold harmless City and its officers and employees from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Consultant and other persons employed or utilized by the Consultant in the performance of the Agreement

10. Limitation of Liability

In recognition of the relative risks and benefits of the Project to both City and Consultant, the risks have been allocated such that City agrees, to the fullest extent permitted by law, to limit the liability of Consultant and Consultant's officers, directors, partners, employees, shareholders, owners and subconsultants for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, including attorneys' fees and costs and expert-witness fees and costs, so that the total aggregate liability of Consultant and Consultant's officers, directors, partners, employees, shareholders, owners and subconsultants shall not exceed \$500,000, or Consultant's total fee for services rendered on a Task Authorization, whichever is greater. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.

Notice: This Agreement is a professional services contract which meets the requirements of and is subject to Chapter 558, Florida Statutes. Accordingly,

**PURSUANT TO SECTION 558.0035, FLORIDA STATUTES,  
AN INDIVIDUAL EMPLOYEE OR AGENT OF CONSULTANT  
MAY NOT BE HELD INDIVIDUALLY LIABLE FOR ECONOMIC**

## DAMAGES RESULTING FROM NEGLIGENCE UNDER THIS AGREEMENT IF THE CONDITIONS OF SECTION 558.0035 ARE SATISFIED.

### 11. Insurance

Consultant will procure business insurance in the types of coverage and limits shown below. Evidence of insurance shall be supplied to City prior to commencement of Consultant's services in the form of a Standard Acord Form issued by the insurer or insurer's agent listing City as certificate holder. City shall be listed as additional insured on Consultant's Commercial General Liability and Automobile Liability insurance policies.

- a) Commercial General Liability: \$1,000,000 per occurrence and aggregate.
- b) Automobile Liability: \$1,000,000 combined single limit (including hired and non-owned liability).
- c) Workers Compensation: Statutory Limits.
- d) Employer's Liability: \$1,000,000 each accident; \$1,000,000 disease-policy limit; \$1,000,000 disease-each employee.
- e) Professional Liability: Not less than \$1 million per claim.

### 12. Independent Contractor

Consultant is an independent contractor and will maintain complete control of and responsibility for its employees, subcontractors, and agents. Consultant will also be responsible for the means and methods for carrying out the Scope of Services and for the safety of its employees. Nothing in this Agreement is intended to create, nor shall it be construed to create, a fiduciary duty owed by either party to the other party.

### 13. Force Majeure

Neither party shall be responsible for damages or delays caused by Force Majeure or other events beyond the control of the other party and which could not reasonably have been anticipated or prevented. For purposes of this Agreement, Force Majeure includes, but is not limited to, adverse weather conditions, floods, epidemics, war, riot, strikes, lockouts and other industrial disturbances; unknown site conditions, accidents, sabotage, fire, loss of or failure to obtain permits, unavailability of labor, materials, fuel or services; court orders; acts of God; acts, orders, laws or regulations of the Government of the United States or the several states, or any foreign country, or any governmental agency. Should Force Majeure occur, the parties shall mutually agree on the terms and conditions upon which the services being performed or furnished by Consultant under this Agreement may be continued.

### 14. Use by Other Governmental Organizations

During the Term of this Agreement, Consultant agrees to extend the same terms, covenants and conditions of this Agreement to other public agencies that have authority to purchase from another public agency's competitively solicited agreement. Each public agency that intends to make purchases under this Agreement must deal directly with the Consultant in all matters related to the purchase(s), including ordering, acceptance and invoicing, and such public agencies are exclusively responsible for the payment of all invoices.

Compensation shall be Lump Sum or Time and Materials. For Time and Materials tasks, the public agency shall pay the Consultant an amount based upon the Consultant's then-current Standard Hourly Rates. Other direct expenses, including subconsultants' fees, will be billed at 1.15 times cost.

**15. Mutual Waiver of Consequential Damages**

In no event shall either party be liable to the other for any consequential, incidental, punitive, or indirect damages including but not limited to loss of income or lost profits.

**16. Certifications**

The Consultant shall not be required to execute certifications or third-party reliance letters that are inaccurate, that relate to facts of which the Consultant does not have actual knowledge, or that would cause the Consultant to violate applicable rules of professional responsibility.

**17. Dispute Resolution**

All claims arising out of this Agreement or its breach shall be submitted first to mediation with the American Arbitration Association as a condition precedent to litigation.

**18. Assignment**

Nothing under this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than the City and the Consultant, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of the City and the Consultant and not for the benefit of any other party.

**19. Miscellaneous Provisions**

This Agreement is to be governed by the law of the State of Florida.

**20. PUBLIC RECORDS:**

The City is a public agency subject to the Florida Public Records Law expressed in Chapter 119, Florida Statutes. Accordingly, to the extent that it is determined that Consultant is acting on behalf of City as provided under Section 119.011(2), Consultant agrees to also comply with that law, specifically including to:

A. Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the service.

B. Upon request of the City, provide the public with access to public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law, or provide the City with a copy of the requested records.

C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the



duration of the contract term and following completion of the contract if the Consultant does not transfer the records to the City.

D. Meet all requirements for retaining public records and transfer, at no cost, to the City all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the City.

**E. IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, IT IS THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, AND TO CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 850-233-5100, LFASONE@PCBGOV.COM, 17007 PANAMA CITY BEACH PARKWAY, PANAMA CITY BEACH, FL 32413**

The parties have made and executed this Agreement as of the day and year first above written.

**City:**

The City of Panama City Beach

By: 

Name: Tony O'Rourke

Title: City Manager

Date: 12/14/20

**Consultant:**

Jones Edmunds & Associates, Inc.

By: 

Name: Stanley F. Ferreira, Jr., PE

Title: President & CEO

Date: December 15, 2020

*SKaufman 12/15/2020 BCunningham 12/15/2020*

**ATTEST:**

\_\_\_\_\_  
Lynne Fasone, City Clerk

**EXHIBIT A – SAMPLE TASK ASSIGNMENT**

**STANDARD MASTER AGREEMENT  
FOR CONTINUING PROFESSIONAL SERVICES  
GIS-Centric Enterprise Public Asset Management**

**Task Assignment #\_\_  
Task Name**

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This Task Assignment, made and entered into by mutual agreement of the parties hereto, is made a part of the Standard Master Agreement for GIS-Centric Enterprise Public Asset Management dated \_\_\_\_\_, by and between the City of Panama City Beach (City) and Jones Edmunds & Associates, Inc. (Consultant) and, by being made a part of said Agreement, is therefore subject to the conditions and considerations contained therein, unless otherwise provided herein.

Exhibit A (Engineer's Proposal) outlines the scope and fee for this Task Assignment #\_\_.

IN WITNESS WHEREOF, the parties hereto have accepted, made, and executed this Task Assignment upon the terms and conditions stated herein, effective as of the date of the last signature shown below. All other provisions of the referenced Agreement shall remain in effect unless subsequently changed in writing and signed by both parties.

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**City:**  
**City of Panama City Beach**

**Consultant:**  
**Jones Edmunds & Associates, Inc.**

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

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

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

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

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