

PROFESSIONAL SERVICES AGREEMENT
NEW BOAT RAMP AND AMENITIES DESIGN, ENGINEERING, PERMITTING AND
CEI SERVICES
Request for Qualification (RFQ) #24-PR-04
CITY OF EDGEWATER

THIS AGREEMENT is made and entered into this _____ day of _____, 2024, by and between _____ Dredging & Marine Consultants, LLC _____, duly authorized to conduct business in the State of Florida and whose address _____ 4643 S. Clyde Morris Blvd., Unit 302, Port Orange, FL 32129 _____ is, hereinafter, called "CONSULTANT" and the **CITY OF EDGEWATER**, a political subdivision of the State of Florida, whose address is 104 North Riverside Drive, Edgewater, FL 32132, hereinafter called "CITY".

SECTION 1. AGREEMENT. The terms of this Agreement, together with the incorporation of the terms and conditions of the Request for Proposals (RFQ #24-PR-04), and any exhibits, schedules and attachments hereto, and any and all amendments relating to same, and any and all submittals from CONSULTANT, constitute the entire Agreement between CITY and CONSULTANT. This Agreement is the final, complete and exclusive expression of the terms and conditions of the parties' Agreement. Any and all prior agreements, representations, negotiations, and understandings made by the parties, oral or written, expressed or implied, are hereby superseded and merged herein.

SECTION 2. TERM OF AGREEMENT. The term of this contract shall begin on the date the contract is approved by the City of Edgewater City Council (herein after, the "Council"), signed by all required parties and filed with the City for an initial period of two years or until project completion period with no extension options. Either party may terminate this agreement by giving 120-days written notice except as noted in "Terms and Conditions – Termination" of the RFQ document.

SECTION 3. COMPENSATION. For Services rendered, the CITY shall pay the CONSULTANT a lump-sum fee, including or excluding reimbursable expenses as mutually agreed upon. Unless otherwise agreed in a Scope of Services, the CONSULTANT will invoice the City monthly based upon the CONSULTANT's estimate of the portion of the total Services actually completed at the time of billing.

SECTION 4. REIMBURSABLE EXPENSES. "Reimbursable Expenses" means the actual, necessary and reasonable expenses incurred directly or indirectly in connection with the Project for: transportation and subsistence incidental thereto for travel; toll telephone calls and facsimiles; reproduction of reports, drawings and specifications, and similar Project-related items; as provided in the City's Purchasing Policy.

SECTION 5. NOTICES. Whenever either party desires to give notice unto the other, it must be given by written notice, sent by registered or certified United States mail, return receipts requested, addressed to the party for whom it is intended at the place last specified. The place for giving of notice shall remain such until it shall have been changed by written notice in compliance

with the provisions of this Section. For the present, the parties designate the following as the respective places for giving of notice, to-wit:

For City:

Bonnie Zlotnik, City Clerk
City of Edgewater
104 N. Riverside Drive
Edgewater, FL 32132
(386)424-2400 #1103

For Consultant:

Shailesh K. Patel, Managing Member (Name, Title)
Dredging & Marine Consultants, LLC (Company)
4643 S. Clyde Morris Blvd., Unit 302 (Address)
Port Orange, FL, 32129 (City, State, Zip)
386-304-6505 (Phone)

SECTION 6. RIGHTS AT LAW RETAINED. The rights and remedies of CITY, provided for under this Agreement, are in addition and supplemental to any other rights and remedies provided by law.

SECTION 7. CONTROLLING LAW, VENUE, ATTORNEY'S FEES. This Agreement is to be governed, construed, and interpreted by, through and under the laws of Florida. Venue for any litigation between the parties to this Agreement shall be in the County of Volusia, Florida and any trial shall be non-jury. Each party agrees to bear its own costs and attorney's fees relating to any dispute arising under this Agreement.

SECTION 8. MODIFICATIONS TO AGREEMENT. This Agreement and any exhibits, amendments and schedules may only be amended, supplemented, modified or canceled by a written instrument duly executed by the parties hereto of equal dignity herewith.

SECTION 9. SEVERABILITY. If, during the term of this Agreement, it is found that a specific clause or condition of this Agreement is illegal under federal or state law, the remainder of the Agreement not affected by such a ruling shall remain in force and effect.

SECTION 10. WAIVER OF JURY TRIAL. THE CITY AND CONSULTANT HAVE SPECIFICALLY WAIVED THE RIGHT TO A JURY TRIAL CONCERNING ANY DISPUTES WHICH MAY ARISE CONCERNING THIS AGREEMENT.

SECTION 11. NON-WAIVER. No indulgence, waiver, election or non-election by CITY under this Agreement shall affect CONSULTANT's duties and obligations hereunder.

SECTION 12. E-VERIFY. CONSULTANT shall not knowingly employ or contract with an illegal alien to perform work under this Agreement or enter into an Agreement with a subcontractor that fails to certify to the CONSULTANT that the subcontractor complies with the terms stated within. The CONSULTANT nor any subcontractor employed by him shall not knowingly employ or contract with an illegal alien to perform work under this Agreement. CONSULTANT agrees that it shall confirm the employment eligibility of all employees through participation in E-Verify or an employment eligibility program approved by the Social Security Administration and will require same requirement to confirm employment eligibility of all subcontractors.

SECTION 13. AUTHORITY TO SIGN. Each person signing this Agreement warrants that he or she is duly authorized to do so and to bind the respective party to the Agreement.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the date written above for execution by CITY.

WITNESSES:

CITY OF EDGEWATER

Glenn A. Irby, City Manager

Bonnie Zlotnik, City Clerk
Dated: _____

WITNESSES:

DHILAN PATEL

FIRMS

By: _____
Authorized Signature

Shailesh K. Patel, Managing Member
Printed Name Title

Dated: 04-11-2024

Jaye Patel

Attachments: A. RFQ #24-PR-4

B. Firm Response to RFQ
C. Scope of Service

Approved by the City Council of the City of Edgewater at a meeting held on this _____ day of _____, 2024 under Agenda Item No. _____.