

Professional Services Agreement

**CITY OF EDGEWATER
REQUEST FOR PROPOSAL
RFP 24-DS-09 Arborist Services**



PROFESSIONAL SERVICES AGREEMENT

PROFESSIONAL SERVICES AGREEMENT ARBORIST SERVICES Request for Proposals (RFP) 24-DS-09

THIS AGREEMENT is made and entered into this _____ day of _____, 2024, by and between Chen Moore and Associates (CMA), duly authorized to conduct business in the State of Florida and whose address 341 North Maitland Avenue, Suite 346, Maitland, FL, 32751 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 Qualifications (RFP #24-DS-09), 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negotiations, and understandings made by the parties, oral or written, expressed or implied, are hereby superseded and merged herein.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 Agreement shall be for an initial period of three (3) years from the date of award. At the option of the parties, this Agreement may be renewed for two (2) additional one (1) year terms. Renewal options may be exercised at the discretion of the City based on performance of the company and adherence to the terms and conditions set forth in the RFQ documents. The City retains the sole right to determine whether the renewal option shall be granted.

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:

City Clerk
 City of Edgewater
 104 N. Riverside Drive
 Edgewater, FL 32132
 (386)424-2400 ext 1101

For Consultant:

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|---|--------------------|
| <u>Peter Moore, PE, F.ASCE, FACEC, F.FES, Chief Executive Officer</u> | (Name, Title) |
| <u>Chen Moore and Associates (CMA)</u> | (Company) |
| <u>341 North Maitland Avenue, Suite 346</u> | (Address) |
| <u>Maitland, FL, 32751</u> | (City, State, Zip) |
| <u>(407) 536-7970</u> | (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.

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

ATTEST:


CITY OF EDGEWATER


Bonnie Zlotnik, City Clerk

Glenn A Irby, City Manager

Dated: _____

WITNESSES:





FIRMS

Chen Moore and Associates (CMA)
(Firm Name)

By: Peter Moore, PE, F.ASCE, FACEC, F.FES
(Authorized Officer)

(Print Name and Title)

Dated: Chen Moore and Associates (CMA)

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