

JH SPRAGUE CONSULTING, LLC.

For

CONSULTING SERVICES RELATED TO MASTER PLAN FOR THE TOWN  
DOCK AND ACCESSORY STRUCTURES

THIS AGREEMENT is made between the **TOWN OF PALM BEACH, FLORIDA**, a Florida municipal corporation, (hereinafter referred to as "TOWN"),

AND

**JH SPRAGUE CONSULTING, LLC.** a Florida Corporation, authorized to do business in the State of Florida, (hereinafter referred to as "CONSULTANT"), whose principal place of business is 840 SW Salerno Rd Stuart, Florida 34997.

WHEREAS, the CONSULTANT is willing and able to perform such consulting services related to Master Plan for the Dock and Accessory Structures for the TOWN within the basic terms and conditions set forth in this agreement (hereinafter referred to as "Continuing Services Agreement or Agreement"); and

WHEREAS, the purpose of this Continuing Services Agreement is to set forth certain terms and conditions which shall be incorporated into subsequent supplemental agreements for specific project services when required.

NOW THEREFORE, in consideration of the mutual terms, conditions, promises and covenants set forth below, the TOWN and CONSULTANT agree as follows:

## **SECTION 1. DEFINITIONS**

The following definitions and references are given for the purpose of interpreting the terms as used in this Agreement and apply unless the context indicates a different meaning:

1.1 Lump Sum: a method of payment to the CONSULTANT based on an hourly fixed schedule of services that constitutes total compensation to the CONSULTANT for the performance by the CONSULTANT of the specific project review. Said fixed sum includes but is not limited to, compensation for all fees, expenses (except Reimbursable Direct Expenses) and out-of-pocket costs of the CONSULTANT.

1.2 Reimbursable Direct Expenses or Reimbursables: the direct non-salary expenses directly attributable to the specific project review. Reimbursable expenses include long-distance communications, actual cost of reproduction, copying, faxes, courier services; postage and travel expenses. Proposals for sub-consultants shall be submitted to the TOWN for prior approval.

1.3 Specific Project Agreement or Project Agreement: an agreement to provide services for a particular Project.

## **SECTION 2. SPECIFIC PROJECTS/SCOPE OF SERVICES**

2.1 In accordance with the Consultants' Competitive Negotiation Act, the CONSULTANT may provide Consulting services to the TOWN for specific project review as authorized from time to time by the TOWN. The TOWN reserves the right to select one or more firms to do the reviews.

2.2 The TOWN'S Scope of Services, is incorporated by reference herein and attached as **EXHIBIT "A."**

2.3 For certain services provided to the TOWN for Specific Projects, as authorized from time to time by the TOWN, the following hourly rates shall apply: see **EXHIBIT "B"**.

## **SECTION 3. TERM/TERMINATION**

3.1 **TERM OF AGREEMENT** - This Continuing Services Agreement shall commence on the date this instrument is fully executed by all parties and shall continue in full force and effect, unless and until terminated pursuant to Section 3.2 or 3.3, or other applicable sections of this Agreement.

3.2 **TERMINATION - For Convenience** - This Continuing Services Agreement may be terminated by the TOWN or consultant for convenience upon thirty (30) calendar day's written notice to either party. In the event of such termination, any services performed by the CONSULTANT under this Continuing Services Agreement shall, at the option of the TOWN, become the TOWN'S property, and the CONSULTANT shall be entitled to receive compensation for any work completed pursuant to this Agreement to the satisfaction of the TOWN up through the date of termination. Under no circumstances shall TOWN make payment of profit for services that have not been performed.

3.3 **TERMINATION - For Cause** - This Agreement may be terminated by either party upon five (5) calendar days' written notice to the other should such other party fail

substantially to perform in accordance with its material terms through no fault of the party initiating the termination. In the event the CONSULTANT abandons this Agreement except in the case of illness or disability or causes it to be terminated by the TOWN, the CONSULTANT shall indemnify the TOWN against loss pertaining to this termination.

#### **SECTION 4. DEFAULT**

4.1 An event of default shall mean a breach of this Agreement by the CONSULTANT. Without limiting the generality of the foregoing and in addition to those instances referred to as a breach, an event of default shall include the following:

4.1.1 CONSULTANT has not performed services on a timely basis;

4.1.2 CONSULTANT has become insolvent or has assigned the proceeds received for the benefit of the CONSULTANT'S creditors, or the CONSULTANT has taken advantage of any insolvency statute or debtor/creditor law or if the CONSULTANT'S affairs have been put in the hands of a receiver;

4.1.3 CONSULTANT has failed to obtain the approval of the TOWN where required by this Agreement;

4.1.4 CONSULTANT has refused or failed, except in the case for which an extension of time is provided, to provide the Services as defined in this Agreement.

4.2 In the event CONSULTANT fails to comply with the provisions of this Agreement, the TOWN may declare the CONSULTANT in default, notify the CONSULTANT in writing, and give the CONSULTANT a reasonable time to cure the default. In no event shall the time period for curing the defect exceed fifteen (15) business days unless otherwise agreed to by the parties. If the CONSULTANT fails to cure the default, compensation will only be for any completed professional services. In the event payment has been made for such professional services not completed, the CONSULTANT shall return these sums to the TOWN within ten (10) days after notice that these sums are due. Nothing in this Section shall limit the TOWN'S right to terminate, at any time, pursuant to this Agreement.

4.3 In an Event of Default, the CONSULTANT shall be liable for all damages resulting from the default, including but not limited to:

4.3.1 the difference between the cost associated with procuring identical services and the amount actually expended by the TOWN, including procurement costs.

4.4 The TOWN may take advantage of each and every remedy specifically existing at law or in equity. Each and every remedy shall be in addition to every other remedy specifically given or otherwise existing and may be exercised from time to time as often and in such order as may be deemed expedient by the TOWN. The exercise or the beginning of the exercise of one remedy shall not be deemed to be a waiver of the right to exercise any other remedy. The TOWN'S rights and remedies as set forth in this Agreement are not exclusive and are in addition to any other rights and remedies available to the TOWN in law or in equity.

## **SECTION 5. ADDITIONAL SERVICES AND CHANGES IN SCOPE OF SERVICES**

5.1 Changes Permitted. Changes in the Scope of Services of a Project Agreement consisting of additions, deletions, revisions, or any combination thereof, may be ordered by the TOWN by Change Order without invalidating the Project Agreement.

5.2 Change Order Defined. Change Order shall be defined as written proposal for work outside of original scope and approved by Project Manager or designee.

5.3 Effect of Executed Change Order. The execution of a Change Order by the TOWN and the CONSULTANT shall constitute conclusive evidence of the CONSULTANT'S agreement to the ordered changes in the Scope of Services, the Contract Price and/or the Contract Time. The CONSULTANT, by executing the Change Order, waives and forever releases any claim against the TOWN for additional time or compensation (including additional overhead) for matters relating to or arising out of or resulting from the Services included within or affected by the executed Change Order.

**5.4 Authority to Execute Changes or Requests for Additional Services.** The TOWN Manager is authorized to negotiate and execute Change Orders to the extent permitted by that Section.

## **SECTION 6. TOWN'S RESPONSIBILITIES**

6.1 Assist CONSULTANT by placing at its disposal all available information as may be requested in writing by the CONSULTANT and allow reasonable access to all pertinent information relating to the services to be performed by CONSULTANT.

6.2 Furnish to CONSULTANT, at the CONSULTANT'S request, all information and other available data pertinent to the services to be provided by CONSULTANT.

6.3 Arrange for access to and make all provisions for CONSULTANT to enter upon public property as required for CONSULTANT to perform services.

## **SECTION 7. POLICY OF NON-DISCRIMINATION**

The CONSULTANT shall comply with all federal, state and local laws, ordinances, rules and regulations applicable to the Project work or payment for the Project work, and shall not engage in or commit any discriminatory practice against any person based on race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation or any other factor which cannot be lawfully used as a basis for service delivery in the performance of work under this Agreement.

## **SECTION 8. OWNERSHIP OF DOCUMENTS/DELIVERABLES**

All finished or unfinished documents, including but not limited to, detailed reports, studies, plans, drawings, surveys, maps, models, photographs, specifications, and all other data prepared for the TOWN or furnished by CONSULTANT pursuant to this or any Project Agreement shall become the property of the TOWN, whether the Project for which they are made is completed or not, and shall be delivered by CONSULTANT to TOWN within ten (10) calendar days after receipt of written notice requesting delivery of said documents. The CONSULTANT

shall have the right to keep one copy set of the in water as built documents upon completion of the marina Project, however, in no event shall the CONSULTANT use, or permit to be used, any of the documents without the TOWN'S prior written authorization. Any reuse of such documents by the CONSULTANT without the written verification or adaptation by the TOWN for the specific purpose intended will be at the CONSULTANT'S sole risk.

## **SECTION 9. RECORDS/AUDITS**

9.1 CONSULTANT shall maintain require it's sub-consultants to maintain complete and correct records, books, documents, papers and accounts pertaining to work by performed by the consultant in connection with this Agreement. Such records, books, documents, papers and accounts shall and be available at all reasonable times for examination and audit by TOWN or any authorized TOWN representative with reasonable notice and shall be kept for a period of three (3) years after the completion of each project to be performed pursuant to this Agreement. Incomplete or incorrect entries in such records, books, documents, papers or accounts will be grounds for disallowance by or reimbursement to the TOWN of any fees or expenses based upon such entries.

9.2 Refusal of the CONSULTANT to comply with the provisions of Section 9.1 shall be grounds for immediate termination for cause by the TOWN of this Agreement or any Project Agreement.

## **SECTION 10. NO CONTINGENT FEE**

CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for CONSULTANT, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for CONSULTANT, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. In the event the CONSULTANT violates this provision, TOWN shall have the right to terminate this Agreement or any Project Agreement, without liability, and at its sole discretion, to deduct from the contract price, or otherwise recover, the full amount of such *fee*, commission, percentage, gift or consideration.

## **SECTION 11. INDEPENDENT CONTRACTOR**

The CONSULTANT is an independent contractor under this Agreement. Personal services provided by the CONSULTANT shall be by employees of the CONSULTANT and subject to supervision by the CONSULTANT, and not as officers, employees or agents of the TOWN. Personnel policies, tax responsibilities, social security and health insurance, employee benefits, purchasing policies and other similar administrative procedures applicable to services rendered under this Agreement shall be those of the CONSULTANT.

## **SECTION 12. ASSIGNMENT; AMENDMENTS**

12.1 This Agreement, or any interest herein, shall not be assigned, transferred or otherwise encumbered, under any circumstances, by CONSULTANT, without the prior written consent of TOWN.

12.2 No modification, amendment or alteration in the terms or conditions of this Agreement shall be effective unless contained in a written document executed with the same formality as this Agreement.

### **SECTION 13. INDEMNIFICATION/HOLD HARMLESS**

13.1 The CONSULTANT shall indemnify and hold harmless the TOWN, 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 services under this Agreement and any Project Agreement.

13.2 The CONSULTANT acknowledges that specific consideration has been paid or will be paid under this and each Project Agreement for this hold harmless and indemnification provision, and further agrees with the foregoing provisions of indemnity and also agrees with the collateral obligation of insuring said indemnity as set forth in Section 15, Insurance.

### **SECTION 14. INSURANCE**

Consultants are defined as a person or company that provides professional or expert advice and services in a specialized field such as, but not limited to, management, education, accounting, engineering, architecture, finance, law, human resources, marketing and public relations.

The Consultant shall provide at its own cost and expense during the life of the contract, the following insurance coverages to the Town of Palm Beach thirty (30) business days prior to the commencement of any work. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida. The insurance shall be evidenced by certificates and/or policies to include premiums as determined by the Town of Palm Beach. It shall be an affirmative obligation upon the Service Provider to advise the Town's Risk Manager at fax no. 561-838-5497, e-mail [risk@townofpalmbeach.com](mailto:risk@townofpalmbeach.com), 360 S. County Road, Palm Beach, FL 33480 within 24 hours or the next business day of cancellation, non-renewal or modification of any stipulated insurance and failure to do so shall be construed to be a breach of agreement/contract. The Town of Palm Beach reserves the right to require additional insurance coverages and limits based upon the particular service or change order requested by the consultant.

If the consultant maintains higher limits than the minimums shown below, the Town requires and shall be entitled to coverage for the higher limits maintained by the contractor. The requirements contained herein, as well as Town's review or acceptance of insurance maintained by consultant are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by Consultant under the contract.

Professional Liability, or equivalent Errors & Omissions Liability with limits of liability not less than \$1,000,000 Per Occurrence. For policies written on a Claims-made basis, service provider shall maintain a retroactive date prior to or equal to the effective date of this contract. In the event the policy is canceled, non-renewed, switched to an occurrence form or there is a change in retroactive date, or any other event triggering the right to

purchase a Supplemental Extended Reporting Period (SERP) during the life of this contract, the service provider shall agree to purchase a SERP with a minimum reporting period of not less than three (3) years. Coverage is to apply on a primary basis.

Comprehensive General Liability Insurance coverage with limits of liability not less than \$1,000,000 Each Occurrence. The Certificate of Insurance shall indicate an Occurrence Basis. The Town of Palm Beach shall be endorsed as an additional insured under the General Liability coverage. The Service Provider's General Liability coverage shall be primary and non-contributory. For policies written on a Claims-made basis, service provider shall maintain a retroactive date prior to or equal to the effective date of this contract. In the event the policy is canceled, non-renewed, switched to an occurrence form or there is a change in retroactive date, or any other event triggering the right to purchase a Supplemental Extended Reporting Period (SERP) during the life of this contract, the service provider shall agree to purchase a SERP with a minimum reporting period of not less than three (3) years. Coverage is to apply on a primary basis.

Business Auto Liability coverage for any auto (all owned, hired, and non-owned autos) with limits not less than \$1,000,000 each occurrence combined single limit each accident. In the event service provider does not own any autos, the Town will accept proof of Hired and Non-Owned Auto Liability. For personally owned vehicles, the Town requires limits not less than \$300,000 each occurrence combined single limit.

Workers' Compensation coverage with statutory limits pursuant to Florida State Statute 440 or an exemption letter from the State. Should the scope of work performed by consultant qualify its employees for benefits under federal workers' compensation statute (example, U.S. Longshore & Harbor Workers Act or Merchant Marine act), proof of appropriate federal act coverage must be provided. A waiver of subrogation must be provided.

Employers Liability coverage with limits not less than \$100,000 for each accident, \$100,000 disease (each employee) and \$500,000 disease (policy limit).

In the event that claims in excess of the insured amounts provided herein are filed by reason of any operations under the contract, the amount excess of such claims or any portion thereof may be withheld from any payment due or to become due the Service Provider until such time the Service Provider shall furnish such additional security covering such claims as may be determined by the Town of Palm Beach.

Umbrella or Excess Liability is required up to the minimum limit of liability if the limits of liability shown on the Certificate of Insurance under General Liability do not meet the minimum limit of liability as required.

All required insurance policies shall provide a waiver of subrogation and rights of recovery against the Town of Palm Beach, including its agents, officers, past and present employees, elected officials and representatives, the insurance policy in effect shall protect both parties and be primary and non-contributory for any and all losses covered by the above described insurance. Insurers have no recourse against the Town of Palm Beach for payment or assessments in any form on any insurance policy.

Town, by and through its Risk Management Office, in cooperation with the contracting/hiring department, reserves the right to review, modify, reject or accept any required policies of insurance, including limits, coverages, or endorsements, herein from time to time throughout the life of this Contract. Town reserves the right, but not the obligation, to review and reject any insurer providing coverage because of its poor financial condition or failure to operate legally.

## **SECTION 15. REPRESENTATIVE OF TOWN AND CONSULTANT**

15.1 TOWN Representative. It is recognized that questions in the day-to-day conduct of this Agreement will arise. The TOWN designates the TOWN Manager or designee, as the person to whom all communications pertaining to the day-to-day conduct of this Agreement shall be addressed.

15.2 CONSULTANT Representative. CONSULTANT shall inform the TOWN Representative, in writing, of the representative of CONSULTANT to whom all communications pertaining to the day-to-day action of this Agreement shall be addressed.

## **SECTION 16. COSTS AND ATTORNEY'S FEES**

If either the TOWN or CONSULTANT is required to enforce the terms of this Agreement or any Project Agreement by court proceedings or otherwise, whether or not formal legal action is required, the prevailing party shall be entitled to recover from the other party all such costs and expenses, including but not limited to, costs and reasonable attorney's fees.

## **SECTION 17. ALL PRIOR AGREEMENTS SUPERSEDED**

This document incorporates and includes all prior negotiations, correspondence, conversations, agreements or understandings applicable to the matters contained in this Agreement and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly it is agreed that no deviation from the terms of the Agreement shall be predicated upon any prior representations or agreements whether oral or written.

## **SECTION 18. CONSULTANT'S RESPONSIBILITIES**

18.1 The CONSULTANT shall comply with all laws, ordinances and governmental rules, regulations and orders now or at any time during the term of this Agreement which as a matter of law are applicable to or which affect the procedures of the CONSULTANT.

18.2 The obligation of the CONSULTANT to comply with governmental requirements is provided for the purpose of assuring proper safeguards for the protection of person and property.

18.3 The CONSULTANT shall exercise the same degree of care, skill and diligence in the performance of the services as is ordinarily provided by a consultant under similar circumstances. If at any time during the term of any Project Agreement or

the construction of the Project for which the CONSULTANT has provided consulting services under a prior Project Agreement, it is determined that the CONSULTANT'S documents are incorrect, defective or fail to conform to the Scope of Services, upon written notification from the TOWN, the CONSULTANT shall immediately proceed to correct the work, re-perform services which fail to satisfy the foregoing standard of care as determined by the TOWN. The TOWN'S rights and remedies under this section are in addition to, and are cumulative of, any and all other rights and remedies provided by this Agreement, the Project Agreement, by law, equity or otherwise.

18.4 The CONSULTANT'S obligations under Section 19.3 shall survive termination of this or any Project Agreement.

### **SECTION 19. NOTICES**

Whenever either party desires to give notice to the other, it must be given by written notice, sent by certified United States mail, with return receipt requested, addressed to the party for whom it is intended, at the place last specified, and the place for giving of notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective places for giving of notice, to-wit:

#### **FOR CONSULTANT:**

John H Sprague  
JH Sprague Consulting LLC

561-723-5418

#### **With Copy to:**

#### **FOR TOWN:**

Town Manager or Designee

Telephone:

561.227.7000

Facsimile: 561.835.4688

#### **With Copy to:**

Dean Mealy, II  
Purchasing Manager  
951 Okeechobee Rd  
West Palm Beach, Florida  
33401

Telephone: 561.227.7000

Facsimile: 561.835.4688

## **SECTION 20. TRUTH-IN-NEGOTIATION CERTIFICATE**

Signature of this Agreement by CONSULTANT shall act as the execution of a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation of this Agreement are accurate, complete, and current at the time of contracting. Each Project Agreement's contract price and any additions shall be adjusted to exclude any significant sums by which the TOWN determines the Project's contract price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. All such adjustments shall be made within one year following the end of each Project Agreement.

## **SECTION 21. CONSENT TO JURISDICTION**

The parties submit to the jurisdiction of any Florida state or federal court in any action or proceeding arising out of relating to the Agreement. Venue of any action to enforce this Agreement shall be in Palm Beach County, Florida.

## **SECTION 22. GOVERNING LAW**

This Agreement shall be construed in accordance with the governed by the laws of the State of Florida.

## **SECTION 23. HEADINGS**

Headings are for convenience of reference only and shall not be considered in any interpretation of this Agreement.

## **SECTION 24. EXHIBITS**

Each Exhibit referred to in this Agreement forms an essential part of this Agreement. The Exhibits if not physically attached, should be treated as part of this Agreement, and are incorporated by reference.

## **SECTION 25. SEVERABILITY**

If any provision of this Agreement or the application thereof to any person or situation shall to any extent, be held invalid or unenforceable, the remainder of this Agreement, and the application of such provisions to persons or situations other than those as to which it shall have been held invalid or unenforceable shall not be affected thereby, and shall continue in full force and effect, and be enforced to the fullest extent permitted by law.

## **SECTION 26. COUNTERPARTS**

This Agreement may be executed in several counterparts, each of which shall be deemed an original and such counterparts shall constitute one and the same instrument.

## **SECTION 27. CONFLICT -OF-INTEREST**

27.1 To avoid any conflicts of interest, or any appearance thereof, CONSULTANT,

for the term of this Agreement, agrees that it will not represent any other private sector entities (developers, corporations, attorneys, real estate investors, etc.), with regard to planning, zoning, architectural and engineering issues that may affect or relate to active work orders between CONSULTANT and TOWN without first notifying the TOWN of the services to be performed. If after such notification the TOWN reasonably determines that a material conflict exists, CONSULTANT will not perform such conflicting work within the same office or organizational unit, but will clearly separate the work efforts. Furthermore, no information will be shared between the two units in performing such services. The conditions and requirements of this paragraph will also apply to any subcontractors utilized by the CONSULTANT in completion of the work tasks under this Agreement.

27.2 Furthermore, CONSULTANT covenants that no person under its employ who presently exercises any functions or responsibilities on behalf of the TOWN in connection with this Agreement has any personal financial interest, direct or indirect, with contractors or vendors providing professional services on projects assigned to the CONSULTANT, except as fully disclosed and approved by the TOWN. CONSULTANT further covenants that, in the performance of this Agreement, no person having such conflicting interest shall be employed. Any such interest on the part of CONSULTANT or its employees must be disclosed in writing to TOWN.

## **SECTION 28. SURVIVAL OF PROVISIONS**

Any terms or conditions of either this Agreement or any subsequent Project Agreement that require acts beyond the date of the term of either agreement, shall survive termination of the agreements, shall remain in full force and effect unless and until the terms or conditions are completed, and shall be fully enforceable by either party.

## **SECTION 28. PUBLIC RECORDS LAW**

In accordance with Florida Statutes 119.0701, the contractor shall comply with public records laws, specifically to:

(a) Keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform the service.

(b) Provide the public with access to public records on the same terms and conditions that the public agency would provide the records and at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.

(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.

(d) Meet all requirements for retaining public records and transfer, at no cost, to the public agency 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 public agency in a format that is compatible with the information technology systems of the public agency.

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: Town Clerk, or designee**

**Phone 561-838-5416**

**Email: [records@townofpalmbeach.com](mailto:records@townofpalmbeach.com)**

[This space intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: The TOWN, signing by and through its TOWN Manager, attested to and duly authorized to execute same by the TOWN Commission of the Town of Palm Beach, and by CONSULTANT, by an through its Managing Member, duly authorized officer to execute same.

**FOR TOWN:**

**TOWN OF PALM BEACH**

**ATTEST:**

Kathleen Dominguez  
Kathleen Dominguez, Town clerk

By:

Print

Name:

Jay Boodheshwar, Acting Town Manager

Dated:

10-30-17

**APPROVED AS TO FORM:**

[Signature]  
10/27/17



**WITNESSES:**

[Signature]

Print

Name: DEAN MARY

[Signature]

Print

Name: DUKE BASHA

**FOR CONSULTANT:**

By:

Print Name: John H Sprague

Dated:

09-18-17

(CORPORATE SEAL)



## Exhibit A

### Scope of Work

JH Sprague Consulting, LLC (Sprague) will perform in an advisory role to the Town Manager's designee, the throughout the duration of the contract with Baird for the Master Planning for the Town's Docks. This advisory role shall include review and comment on all deliverables and participation in meetings as requested by the Town Manager or his/her designee.

Sprague will be responsible for identifying grant opportunities for the Dock modifications. Therefore, Sprague will provide input and guidance to the Director of Recreation during the Master Planning process to assist in developing design alternatives that maximize the opportunity for successful grant funding proposals and revenue maximization. Accordingly, Sprague will opine on the study required by Baird pertaining to slip sizes, dock Layout designs, and potential rate structures for larger slips in a new Town Docks marina layout.

Sprague will examine the existing submerged lands lease to determine if it can be expanded in his opinion and share his opinion with the Town and the Consultant. Sprague will participate with Baird and the Town Manager or his/her designee, to identify the constraints and opportunities to expand the submerged lands lease, where appropriate. Sprague will review and provide comments on the proposed layout(s) of the marina to address these opportunities. The Town recognizes that the ability to better utilize the space in the submerged land lease, as well as additional space, if allowable, as an extremely important component of the redesign and replacement of the existing docks within the overall Docks Master Plan.

Sprague will make recommendations to the Town and communicate the Town's position to the Florida Inland Navigation District (FIND) and other potential partners on the subject of extending the depth of the Intracoastal Waterway (ICW) south to a point beneficial to the Town Docks.

Sprague may interview the Dock master at a time convenient to both parties. Sprague will be provided a parking pass to use when visiting the Town Docks pursuant to the work identified in the Agreement.

Preferred methods of communication between the Town and Sprague are via email and telephone.

Consultation Tasks as requested, to include, but are not limited to:

- Market Overview & Research
- Engineering & Environmental
- Buildings as to space for marina needed and suggested functions and activities.

- Marina Services
- Berthing Installations
- Administration
- Financial & Procurement
- Other Maritime Activities

### **Information and Services Provided by the Town**

The following information will be provided to Sprague by the Town:

- The Baird contract
- Draft reports generated by the Baird contract.
- The Town's existing submerged lands lease.
- Existing marina site plans, FDEP and USACE permits, the submerged lands lease. As-Built marina plans and surveys which shows water edge and Town ownership along with riparian rights.
- ICW located bathymetric and resource surveys.
- Boring studies

**EXHIBIT "B"**

Categories Rate	Hourly
Consulting services reviewing all existing relevant data done previously concerning the existing marina needed to assist the development of the Town marina replacement and expansion. All communications including meetings, reports etc. with Town staff.	\$65.00
Travel time In addition to time travel trips involving travel to Tallahassee DEP, FWC or USACE Jacksonville travel expenses including rental cars and hotels billed at cost plus a \$ 50.00 daily per diem. Other direct costs, printing	\$25.00
Reviewing USACE and DEP information on leases, permits and easements etc. that the design needs to be taken into consideration in the development and planning of the new marina infrastructure. All work preparation, meetings and communications with agencies. Reviewing, and consulting on Baird work product as per attachment A	\$125.00
Outsourced Cad work at cost	
Above work under current contract is not to exceed \$25,000.00 Billing is submitted monthly, due within 30 days.	